

RANDYE B. SOREF (State Bar No. 99146)
rsoref@polsinelli.com
TANYA BEHNAM (State Bar No. 322593)
tbehnam@polsinelli.com
Polsinelli LLP
2049 Century Park East, Suite 2900
Los Angeles, CA 90067
Telephone: (310) 556-1801
Facsimile: (310) 556-1802

JERRY L. SWITZER, JR. (pro hac vice pending)
jswitzer@polsinelli.com
JEAN SOH (pro hac vice pending)
jsoh@polsinelli.com
Polsinelli PC
150 North Riverside Plaza, Suite 3000
Chicago, IL 60606
Telephone: (312) 819-1900
Facsimile: (312) 819-1910

Attorneys for Busey Bank

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

In re:

BENJA INCORPORATED,

Debtor.

Case No. 20-30819

Chapter 11

Judge Dennis Montali

**DECLARATION OF JOE ALOUF IN
SUPPORT OF CREDITOR BUSEY
BANK'S (MOTION FOR THE
APPOINTMENT OF A CHAPTER 11
TRUSTEE OR, IN THE ALTERNATIVE,
FOR CONVERSION OF CASE TO
CHAPTER 7 OF THE BANKRUPTCY
CODE**

DECLARATION OF JOE ALOUF

Pursuant to 28 U.S.C. § 1764, Joe Alouf declares as follows under the penalty of perjury:

1. Except as otherwise indicated herein, I have personal knowledge of the matters set forth herein and, if called as a witness, would testify competently thereto.

2. I am a resident of the State of California. I am over the age of twenty-one and have never been convicted of a felony or crime of moral turpitude.

3. I make this Declaration in support of Creditor Busey Bank's Motion for the Appointment of a Chapter 11 Trustee or, in the Alternative, for Conversion of Case to Chapter 7 of the Bankruptcy Code (the "Motion") filed by Busey Bank (the "Bank") in this action. Unless otherwise defined herein, capitalized terms have the meanings assigned to such terms in the Motion.

4. I am a Certified Public Accountant, and I have over three decades of corporate finance and restructuring experience in a multitude of industries.

5. I frequently serve as a part time or interim Chief Financial Officer (CFO) or other C-level positions for companies experiencing rapid growth, or those in financial distress and need of operational transformation or business model reengineering.

6. I have significant experience in corporate governance and leadership positions. I served in an executive or board director or observer capacity for public and private corporations, including Mrs. Fields Cookies, Chicken of the Sea, Guckernheimer, Grubb and Ellis, Bills DollarStores, AirMethods, Victoria Jewelry, Delia's Cleaners, Neuvant Aerospace, Foote and Davies, Minami International and QT Optoelectronics.

7. In late May 2020, I was contacted by an executive recruiter I know about a possible engagement with a San Francisco based company called Benja Incorporated ("Benja"). I was told that Benja is a \$25 million per year revenue e-commerce company

1 (information regarding Benja is available for review on its website at www.benja.co) led by a
2 young, charismatic but relatively inexperienced Chief Executive Officer, Andrew J. Chapin
3 (“Chapin”), and that Benja’s Board of Directors wanted a seasoned financial consultant to
4 provide financial guidance and discipline to Chapin and the company. I was told it would be a
5 part-time engagement of 15-20 hours per month where I would be responsible for putting
6 financial reporting and other systems in place to enable Benja to grow its business. As the
7 business would grow, either I would scale up my time, or a more permanent CFO would be
8 hired.
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10 8. Thereafter, Chapin agreed to have Benja engage me as a consultant on a trial-
11 basis, initially to review and comment on a proposed \$1 million secured loan transaction that
12 Chapin wanted Benja to enter into with E-Revshare Core, LLC d/b/a Empowerment Capital
13 (“Empowerment”). During our discussions regarding the potential Empowerment transaction,
14 Chapin mentioned that Benja had a \$3 million secured line of credit with the Bank that was
15 untapped. I advised Chapin that the proposed Empowerment transaction was not attractive
16 because its terms were too expensive, and that Benja should simply draw on the much cheaper
17 and available Bank line of credit. Chapin said he wanted to “keep his powder dry” with the
18 Bank line of credit and that the Board was pushing to proceed with the Empowerment
19 transaction. I also asked how he could do the Empowerment transaction given that the Bank
20 likely had a lien on all of Benja’s assets and asked to see the underlying Bank loan documents.
21 Chapin claimed that the Bank line of credit was secured solely by Benja’s “deposits” (as I later
22 learned, the Bank has a lien on all of Benja’s assets), so it would not be an issue. He provided
23 me a copy of the Bank’s Promissory Note, but would not provide me the rest of the Bank’s loan
24 documents that would reflect the nature and extent of the Bank’s security interest.
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1 9. After these discussions, I did not hear anything more from Chapin or Benja for
2 several weeks. Then, in early June 2020, I was contacted by a Michael Stern with
3 Empowerment. Mr. Stern advised me that he had closed and funded the \$1 million loan
4 transaction on or about June 5, 2020, and that Chapin had advised him to contact me, who
5 Chapin advised to be Benja's incoming Chief Financial Officer, to provide Mr. Stern various
6 financial information regarding Benja, including bank statements, financial statements, etc. I
7 told Mr. Stern that I was not aware that the transaction had closed or that Chapin wanted him to
8 talk with me. I told Mr. Stern that I would look into the issues and revert back to him.

10 10. On or about June 1, 2020, Chapin extended me an offer to become Benja's part-
11 time CFO. I was first retained as an independent contractor, through CFOs2go, but shortly
12 thereafter was hired as a W-2 employee of the company, retroactive to July 1, 2020.

14 11. In order to perform my duties as CFO, I requested access to all books and
15 records of the company so that I could, among other things, get up to speed and start preparing
16 GAAP-compliant financial statements to comply with the company's reporting requirements
17 and enable Benja to be in a position to raise capital in order to grow. Chapin advised me that
18 he would arrange a call with the company's outside bookkeeper, a Jennifer Li, and he would
19 provide me the access I needed. Despite his statements, Chapin never put me in touch with
20 Ms. Li, or provided me access to the company's books and records, despite my repeated
21 requests over time. (Much later I finally made contact with Ms. Li, who said that she had done
22 very little work for Benja, was never provided access to the company's books and records, and
23 had learned that Chapin had falsely represented to lenders and investors that she served as the
24 company's CFO, had created a fictitious Benja email account for her from which he was
25 corresponding with investors, and submitted tax returns purportedly signed by an individual in
26 her firm, all without her knowledge.)
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1 12. Throughout July and August, I received repeated requests, often daily, from Mr.
2 Stern at Empowerment for all of the Benja financial records he requested back in June. I
3 advised Mr. Stern that I was still not being granted access to the company's books and records
4 and that I would continue to try to get the information he wanted. Mr. Stern grew more and
5 more concerned about the situation.
6

7 13. In late July 2020, in preparation for a scheduled call with Mr. Stern, and still
8 without access to the accounting system, I asked Chapin to provide me with a copy of the
9 financial statements. Chapin sent me a copy of Benja's balance sheet dated as of June 30, 2020.
10 A true and correct copy of the financial statement I received from Chapin, as well as the
11 transmittal e-mail are attached hereto as **Exhibit A**. The financial statement does not reflect
12 the outstanding loans from either the Bank or Empowerment. (Nor does the financial
13 statement reflect the outstanding \$3.5 million loan from MHC (as set forth below) and other
14 loans from individuals to the company.) It also shows little by way of accounts payable. When
15 I specifically asked as to the existence of any debt as of the date of the report, Chapin replied
16 that there was none, since no borrowings existed on the Busey line as of that date, and that
17 Empowerment didn't fund until July. When I subsequently confirmed with Mr. Stern that
18 Empowerment funded on June 5th, I pointed out to Chapin that the balance sheet was incorrect
19 and that the discrepancy needed to be fixed. In response, he claimed that the Empowerment
20 loan did not need to be listed because it was a "revenue sharing" agreement (even though the
21 loan was fully secured, and as a CPA, I believe and so advised Chapin that the loan is not an
22 off-balance sheet obligation) (I later found out that Benja had other creditors, including MHC
23 with significant debt outstanding as of that date, loans from an investor, and that the Bank line
24 of credit was drawn at the time.) I noted, again, that regardless of the balance sheet
25 discrepancies, in my view, after obtaining and reviewing the UCC filings, that contractually the
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1 Bank was secured by all assets of the company and hence the company was in default with not
2 only Empowerment, but also with the Bank. Chapin claimed again that the Bank's security
3 interests were limited to "deposits" and that Empowerment was okay with that lien because
4 Empowerment's security was accounts receivable. He further indicated that he had a legal
5 opinion from Benja's outside counsel, Fenwick & West ("Fenwick"), to that effect. I later
6 learned from Fenwick that they never worked on any matter related to the Bank.
7

8 14. Given the situation with Empowerment and my concern that the Empowerment
9 transaction was a violation of the Bank's loan documents, I pressed Chapin to provide me
10 copies of all of the Bank loan documents. Chapin finally provided me a copy of the Bank's
11 Loan Agreement, which confirmed that the Bank's line of credit is a traditional asset-based
12 loan secured by all assets of Benja. I told Chapin that we needed to resolve the conflict
13 between the Bank and Empowerment liens and the outstanding defaults with both lenders.
14 Chapin finally agreed to authorize me to address the defaults, and I proceeded to discuss the
15 situation with Mr. Stern. Although concerned, Mr. Stern tentatively agreed to renegotiate,
16 including re-price, the Empowerment transaction to reflect the loan as unsecured, or provide
17 for a second lien behind the Bank.
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19 15. When I told Chapin that I wanted to talk with the Bank directly to discuss the
20 situation, disclose the defaults, and work on a resolution, he claimed that the Bank was aware
21 of the Empowerment transaction and had agreed to amend its security interest to be limited to
22 "deposits" (I later learned this was not true), and that he would facilitate an introduction with
23 the Bank. Despite his representation, Chapin did not put me in touch with the Bank. All along
24 Chapin assured me that the Debtor's net position with the Bank was positive (deposits less
25 debt). I later realized this was very much the reverse.
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1 16. Unbeknownst to me and the Board at the time, Chapin caused Benja to borrow
2 an additional \$2 million from the Bank in August, bringing the total outstanding Bank loan to
3 \$5 million.

4 17. On September 11, 2020, I received an email from Chapin asking me to talk with
5 a Mike Roznowski from Fractal Capital Advisors, who Chapin said was working to introduce
6 Benja to potential lenders. Shortly thereafter, I got on a call with Mr. Roznowski, who said
7 that he had been working with Chapin for several months and was seeking to arrange a new
8 loan from MidFirst Bank (“MidFirst”) and wanted me to talk with MidFirst to answer
9 questions regarding Benja’s finances. Mr. Roznowski and I then got on a call with MidFirst
10 representatives, who said they were ready to issue a term sheet for a minimum \$5 million loan
11 to Benja but needed to obtain various financial records as part of their due diligence. I told
12 them that I did not yet have access to the company’s books and records, and that I would need
13 time after getting access to prepare the GAAP-compliant financials they were requesting.
14 MidFirst said they would proceed with their credit review and prepare the loan for committee
15 approval pending receipt of the financial information. I never received access to the books and
16 records, and MidFirst never funded the loan.

17 18. Immediately after the MidFirst call, I asked Mr. Roznowski to call me. During
18 that call I asked him how the company could get a secured loan from MidFirst given that Benja
19 already had outstanding loans with the Bank and Empowerment. Mr. Roznowski said that
20 Chapin had never told him about these outstanding loans. Mr. Roznowski then told me that
21 Benja had another outstanding loan with MHC Financial Services, Inc. (“MHC”) of
22 approximately \$3.5 million, the MHC loan was in default, MHC had made a demand for
23 payment, Benja and MHC had entered into a standstill agreement, and the proposed MidFirst
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1 loan was intended to help pay off the MHC loan. This was the first time I had heard about the
2 MHC loan.

3 19. I also learned from Mr. Roznowski that Chapin had previously attempted to get
4 a loan from UMB Bank (“UMB”), and that in anticipation of the loan UMB filed a UCC
5 financing statement against Benja. He indicated that as part of its preparation to fund the new
6 loan, UMB discovered various inconsistencies with information it was receiving from and was
7 becoming suspicious of Chapin. Subsequently, in early August, UMB decided not to proceed
8 with the proposed loan and terminated its security interest.
9

10 20. On September 14, 2020, I called Chapin to confront him about the MHC loan. I
11 also told him that MHC’s security interest appeared in lien searches I had obtained. He first
12 denied any knowledge of MHC and said it was a mistake. He later acknowledged that MHC
13 had previously made a loan, but that the loan had been refinanced in 2019, and was paid off
14 with the loan from the Bank. I told Chapin that I believed he was lying and wanted to
15 understand the true story. Chapin responded that “all of this can be explained” in due course.
16

17 21. Based on my growing concerns about Chapin’s actions, I contacted one of
18 Benja’s Directors, Scott Sklar, on September 14, 2020. I participated in a call that night with
19 both Mr. Sklar and Nick Floppe, both Directors of Benja, and shared with them my findings
20 and my concerns about Chapin and Benja. On September 15, 2020, I requested to have a call
21 with the company’s Board and counsel, Fenwick, to discuss my concerns. In the day leading to
22 this call, I learned that Benja was in the process of raising \$1.5 million in equity of which
23 about \$1 million was already funded.
24

25 22. The call took place on September 17th. During the call, I stated that one of my
26 concerns is that a condition to the equity raise is a certification by Chapin to investors that
27 Benja was not in default of any loans. This certification was problematic, as the Bank,
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1 Empowerment and MHC loans were in default at that time. I also laid out a plan to reach out
2 to Empowerment and the Bank (note that I was of the impression that MHC was fully paid off
3 at that point, which I later learned was not the case). I demanded access to the books and
4 records, so that I could begin the process of accurately presenting the company's financial
5 condition to lenders and stockholders. Chapin committed to provide this access no later than
6 the end of the business day. However, Chapin never provided me the necessary access.
7

8 23. Later that day, Empowerment emailed Chapin advising him that unless I was
9 given full access to the books and records, they would accelerate their loan the following day.

10 24. Late that evening, after not being granted the needed access, I sent an email to
11 Chapin and the other parties that were on the conference call advising them that Chapin had
12 failed on his promise. I stated that if I did not receive access to the company's books and
13 records, I could not continue with the company. Moments later, Chapin responded that he
14 accepted my "resignation," which I interpreted to mean that I was being fired. Shortly
15 thereafter, I advised Mr. Stern that I had been fired and that I would not be able to provide the
16 requested information. Based on that development, Empowerment accelerated their loan
17 pursuant to a notice dated the following day, September 18, 2020.
18

19 25. Fenwick thereafter advised Chapin and the company that if I was not reinstated,
20 they would withdraw as counsel. The Directors also advised Chapin that they would resign as
21 well. Other investors weighed in and demanded my involvement. As a result, Chapin
22 reinstated me on September 19th. I was to report to the Board, and Chapin was to provide me
23 immediate and full access to all books and records.
24

25 26. On September 20, 2020, I had a call with the lead counsel at Fenwick. I advised
26 him that Chapin had told me that a Fenwick attorney was in contact with the Bank about the
27 situation, and that the Bank had agreed to limit its security interest to "deposits" in order to
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1 resolve the Empowerment situation. (I later learned this was not true.) He responded that he
2 was not aware of these communications with the Bank, but agreed to investigate within his
3 firm. He thereafter confirmed that no one at Fenwick had been in contact with the Bank. On
4 September 21, 2020, Fenwick withdrew as Benja's counsel.

5
6 27. On September 21, 2020, I introduced Chapin to the law firm of Vedder Price,
7 and Chapin engaged Scott Olson from that firm as replacement counsel.

8 28. On September 22, 2020, Chapin sent a letter to Messrs. Sklar and Floppe, firing
9 them as Directors. (Both are investors with Benja).

10 29. On or about September 26, 2020, I understand that Messrs. Sklar and Floppe,
11 another shareholder, Pano Anthos, and Mr. Olson had a conversation with Chapin about the
12 situation. They advised Chapin that he needed to resign as CEO and Director of the company
13 and that an interim officer would be appointed in his place. He was told that he could stay on
14 with the company in a sales or related capacity, but that he had to immediately relinquish all
15 financial oversight of the business. He was to provide full access to me of all the books and
16 records, tax returns, bank accounts, payroll system etc. Chapin agreed with the plan and
17 committed to provide this access.
18

19 30. Mr. Olson prepared the corporate documents to effectuate the management
20 changes pursuant to which Chapin resigned as CEO and Director, I was appointed as Interim
21 President (in addition to being CFO), and Mr. Anthos was appointed as Board Chairman. True
22 and correct copies of the Written Consents executed by Chapin on September 28, 2020,
23 effectuating these changes are attached hereto as Group **Exhibit B**.

24
25 31. The following morning, Chapin began the process to transition access to the
26 bank accounts and payroll system. However, he failed to satisfy a very specific request—to
27 demonstrate that the accounts receivable appearing on the borrowing base certificates provided
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1 to the Bank were legitimate. To this day, Chapin hasn't provided any indication that the
2 accounts receivable are associated with legitimate invoices to real clients.

3 32. Mr. Sklar later forwarded me an e-mail communication dated September 28,
4 2020 from a partner at the Armstrong Teasdale LLP law firm stating that the firm's records do
5 not reflect it ever represented Benja, in response to Mr. Sklar's written inquiry concerning a
6 master shareholder's draft agreement he received, and ultimately asked to sign via DocuSign,
7 from that law firm, relative to his investment in Benja. A true and correct copy of the
8 September 28, 2020 e-mail is attached hereto as **Exhibit C**.

10 33. The following day, September 30, 2020, Chapin reversed course and announced
11 that he intended, as majority shareholder, to reinstate himself as CEO and sole Director of
12 Benja. In the Board resolutions he prepared, he stated, among other things, that I resigned,
13 which was not the case. Moreover, it is not at all clear whether Chapin is in fact the majority
14 shareholder of Benja and has the ability to take this action. Various documents previously
15 provided by Chapin since 2018 have all shown that he holds about 25% of the equity.

17 34. As a result of Chapin's actions, Vedder Price withdrew as Benja's counsel on
18 the same day. The process of granting me access terminated.

19 35. On October 1, 2020, Chapin sent an email to the Bank, on which I was copied,
20 announcing the foregoing management changes and that neither Mr. Anthos nor I are
21 authorized to speak for Benja. A true and correct copy of Chapin's email is attached hereto as
22 **Exhibit D**.

24 36. Although Chapin consistently refused to give me access to the books and
25 records of Benja, I was able to gain access to certain limited company financial documents. In
26 addition to the June 30, 2020 financial statement provided by Mr. Stern as noted above, Mr.
27 Stern provided me with copies of monthly statements of Benja's deposit account at the Bank
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1 for the months of April through August 2020, which he had received from Chapin, true and
2 correct copies of which are attached hereto as **Exhibit E** (collectively, the “Chapin Bank
3 Statements”). I am aware that Chapin provided the Chapin Bank Statements not only to
4 Empowerment, but to other potential lenders and investors.

5
6 37. During recent discussions with representatives of the Bank, I received from the
7 Bank copies of the actual monthly statements of Benja’s deposit account at the Bank for the
8 months of April through August 2020, true and correct copies of which are attached hereto as
9 **Exhibit F** (collectively, the “Busey Bank Statements”). Upon my review with the Bank of
10 both sets of bank statements, we determined that Chapin had altered the Chapin Bank
11 Statements to reflect numerous large deposits to the Bank account from purported customers
12 that do not appear in the actual Busey Bank Statements, the result of which is to substantially
13 inflate the account balances appearing in the Chapin Bank Accounts. Below are the month-end
14 account balances as reflected in each set of bank statements as prepared by the Bank and
15 provided to me:
16

	<u>Account Balance in</u> <u>Busey Bank Statements</u>	<u>Account Balance in</u> <u>Chapin Bank Statements</u>
19 April 30, 2020	\$195,406.71	\$1,371,516.57
20 May 30, 2020	\$3,016.22	\$227,186.20
21 June 30, 2020	\$17,983.54-	\$4,804,007.63
22 July 31, 2020	\$27,538.59-	\$2,313,294.48
23 August 31, 2020	\$1,974.80	\$1,272,044.92

24
25 38. Thus, it appears that Chapin overstated the balance of the Bank account in the
26 Chapin Bank Statements he provided to Empowerment and other creditors and investors by
27 hundreds of thousands or millions of dollars, including by over \$4.8 million in the June 2020
28 statement and approximately \$1.27 million in the last (August 2020) statement.

1 39. Additionally, I am aware that Chapin executed and delivered to the Bank
2 borrowing base certificates from March to July 2020 reflecting accounts receivable totaling
3 between \$4.7 million to \$6 million, which I have no reason to believe are accurate. Among
4 other things, the attached Busey Bank Statements do not reflect any deposits made to the Bank
5 account from the purported customers appearing in the borrowing base certificates indicating
6 that the accounts receivable are not real.

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8 40. I also have come to learn that approximately three months ago, Chapin caused
9 Benja to open a separate account at JPMorgan Chase Bank (“Chase”), which was not permitted
10 under the Bank’s loan documents. I was able to gain limited access to the activity in the Chase
11 account, and there is no indication that customer deposits have been made to that account in the
12 past few months. This reflects that if Benja has any real customers, they are remitting payment
13 to a company account that only Chapin is aware exists. While reviewing activity in the Chase
14 account, I did discover that a \$600,000 deposit was made to the Chase account on September
15 25, 2020, made by a company called the Taco Corporation of America (“TCA”). Because TCA
16 is not a customer or a known party doing business with Benja, I investigated TCA to determine
17 the nature of the deposit. I determined that TCA is owned or otherwise affiliated with a Brett
18 Brueck. I then reached out to Mr. Brueck and thereafter had several conversations with him
19 and his counsel. Mr. Brueck advised me that the \$600,000 deposit was a secured loan he had
20 just made to Benja at Chapin’s request. He also acknowledged to have previously been a
21 director and shareholder of Benja. He confirmed that over the last year he had received
22 approximately \$4.6 million from Benja, apparently in repayment of his equity interests in the
23 company. A review of the Busey Bank Statements reflects some of these transfers. I believe
24 that Mr. Brueck and his counsel, believing that Benja just hit a “bump in the road,” convinced
25 Chapin to rescind his resignation as CEO and director of Benja by suggesting that his
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1 resignation was done under duress and that I and the Directors have some agenda in seeking
2 his removal. They conditioned their support of Chapin and the company on receiving proof
3 that the account receivables and associated clients were legitimate. I understand that Chapin
4 didn't provide this, at which point they withdrew any interest in providing any support.

5
6 41. When I discovered the \$600,000 deposit in the Chase account from TCA, I
7 noticed that immediately thereafter a \$387,000 transfer was made out of the Chase account to a
8 personal Chapin account at Chase. When I raised this transfer with Chapin, he claimed that he
9 needed \$350,000 in order to return an equity investment (pursuant to a Share Repurchase
10 Agreement that he sent days before to equity investors, unbeknownst to me or Benja's counsel)
11 from a Tom Peters of \$250,000 in connection with the recent equity raise. Chapin claimed he
12 couldn't make the transfer out of Benja's Chase account because the withdrawal would require
13 two signatures. Chapin claimed he needed the extra \$100,000 to repay an additional amount
14 owed to MHC. I later confirmed that Peters was paid \$250,000 and approximately \$95,000
15 was received by MHC.
16

17 42. As part of Chapin agreeing to step down, I contacted Chase to have signature
18 authority transferred over to me. However, the next day, after Chapin reinstated himself as
19 CEO, and he contacted Chase to reassert control over the account. Similar action took place in
20 connection with the payroll account.
21

22 43. On October 2, 2020, Chapin emailed me and advised me that he was
23 terminating my employment with Benja. To date, I have not been able to determine whether
24 Chapin has the corporate authority to terminate my employment. I asked Benja's then newly-
25 hired corporate counsel, Wilson Sonsini Goodrich & Rosati ("Wilson Sonsini"), to give me
26 direction as to my status, which they have not provided. In fact, I was advised on October 5,
27 2020, that Wilson Sonsini declined to go forward with its representation of Benja.
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1 44. There are strong indications by documents previously provided by Chapin
2 himself, including but not limited to a capitalization table in the master shareholder agreement,
3 that he is not the majority shareholder of Benja and thus had no authority to unilaterally rescind
4 his resignations and reappoint himself Director and CEO, terminate Mr. Anthos as a Director,
5 or terminate me as Interim President and Chief Financial Officer. It is also unclear Chapin had
6 the corporate authority to cause Benja to file its bankruptcy petition. Attached hereto as
7 **Exhibit G** is a true and correct copy of a capitalization table that Chapin provided to me in
8 August 2020 reflecting that Chapin holds only 23.3% of the equity in Benja.
9

10 45. During my recent discussions with the Bank, they advised me that when Benja
11 first applied for its original loan with the Bank, Chapin provided the Bank with a copy of
12 Benja's purported federal tax return for 2018, and they provided me with a copy of that return,
13 a true and correct copy of which is attached hereto as **Exhibit H**. The tax return indicates that
14 it was prepared by a Tom Dunn at Numbrstudio Financial Group, LLC ("Numbrstudio"). As it
15 turns out, Jennifer Li, whom I reference above, is the founder of Numbrstudio. On October 16,
16 2020, I emailed Ms. Li to confirm whether Numbrstudio prepared the 2018 tax return. In
17 response, Ms. Li stated that there is no Tom Dunn affiliated with Numbrstudio, that
18 Numbrstudio does not prepare tax returns (it outsources that work to another firm), and that the
19 return appears to be fraudulent. A true and correct copy of my email exchange with Ms. Li is
20 attached hereto as **Exhibit I**.
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23 *[Remainder of page left intentionally blank]*
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46. Based on all of the foregoing, I firmly believe that Chapin has operated, and will continue to operate, Benja as a fraudulent enterprise to the detriment of the Bank, other creditors and investors. I believe it is critical that a trustee be appointed for Benja in order to investigate Chapin's actions and safeguard Benja's remaining assets.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 20th day of October, 2020.

/s/ Joe Alouf
Joe Alouf

EXHIBIT A

Balance Sheet
Benja Incorporated
As at 30 June 2020

30 Jun 2020 30 Jun 2019

Assets

Current Assets

Accounts Receivable	\$5,529,750.75	\$2,531,145.72
Cash and cash equivalent	\$3,704,007.73	\$1,525,415.02
Total Current Assets	\$9,233,758.48	\$4,056,560.74

Total Assets	\$9,233,758.48	\$4,056,560.74
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Liabilities and Equity

Liabilities

Current Liabilities

Accounts Payable	\$1,585,795.60	\$26,866.40
Total Current Liabilities	\$1,585,795.60	\$26,866.40

Total Liabilities	\$1,585,795.60	\$26,866.40
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Equity

Current Year Earnings	\$2,034,562.05	\$1,375,102.81
Investment from Outside Investc	\$1,500,000.00	\$1,500,000.00
Retained Earnings	\$4,113,400.83	\$1,154,591.53
Total Equity	\$7,647,962.88	\$4,029,694.34

Total Liabilities and Equity	\$9,233,758.48	\$4,056,560.74
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Jean Soh

From: Joe Alouf <alouf@cfos2go.com>
Sent: Monday, October 19, 2020 4:43 PM
To: Jerry Switzer; Jean Soh
Subject: Fw: Income Statement and Balance Sheet - June 2020
Attachments: Benja Incorporated - Income Statement[143].xls; Benja Incorporated - Balance Sheet[142].xls

EXTERNAL EMAIL alouf@cfos2go.com

Here is the original email from Andrew.

Joe Alouf, CPA
Partner
CFOs2GO
C. 415.395.686
O. 925.299.4450
<http://linkedin.com/in/joealouf>

www.CFOs2GO.com

From: Andrew Chapin <andrew@benja.co>
Sent: Monday, July 27, 2020 10:45 AM
To: Joe Alouf <alouf@cfos2go.com>
Subject: Income Statement and Balance Sheet - June 2020

In advance of your call with Stern.

AJC

EXHIBIT B

BENJA INCORPORATED

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS

September 29, 2020

The undersigned, being the sole member of the Board of Directors (the “Board”) of Benja Incorporated, a Delaware corporation (the “Corporation”), hereby consent and agree, in lieu of a special meeting of the Board, to the approval and adoption of the following resolutions:

1. With Respect to the Election of a New Chief Executive Officer:

WHEREAS, Andrew Chapin has resigned as Chief Executive Officer of the Corporation, effective as of September 29, 2020;

WHEREAS, in accordance with Section 5.5 of the Bylaws of the Corporation, any vacancy occurring in any officer position of the Corporation may be filled by the Board; and

WHEREAS, the Board has determined that it is in the best interest of the Corporation to appoint Joe Alouf as Interim President of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that effective as of date hereof, Joe Alouf be, and the same hereby is, appointed as Interim President of the Corporation, to serve until the earlier of his death, resignation or removal or until his successor shall have been duly elected and qualified.

2. Omnibus:

RESOLVED, that, in order to fully carry out the intent and effectuate the purposes of the foregoing resolutions, the directors and officers of the Corporation be, and each of them hereby is, individually authorized in the name and on behalf of the Corporation from time to time (i) to prepare, execute, deliver and perform, as the case may be, such agreements, amendments, applications, approvals, certificates, communications, consents, demands, directions, documents, further assurances, instruments, notices, orders, requests, resolutions, supplements or undertakings, (ii) to pay or cause to be paid on behalf of the Corporation any related costs and expenses and (iii) to take such other actions, in the name and on behalf of the Corporation, as each such director or officer, in such person’s discretion, shall deem necessary or advisable to complete and effect the foregoing transactions or to carry out the intent and purposes of the foregoing resolutions and the transactions contemplated thereby, the preparation, execution, delivery and performance of any such agreements, amendments, applications, approvals, certificates, communications, consents, demands, directions, documents, further assurances, instruments, notices, orders, requests, resolutions, supplements or undertakings, the

payment of any such costs or expenses and the performance of any such other acts shall be conclusive evidence of the approval of the Board thereof and all matters relating thereto.


[SIGNATURE PAGE TO FOLLOW]

***(Signature Page to Unanimous Written Consent of the Board of Directors of
Benja Incorporated.)***

This written consent is made pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, and amended, shall be effective as of the date hereof, shall have the same force and effect as a vote of the Board at a duly called meeting and shall be filed with the minutes of the Corporation in the Corporation's minute book. A facsimile or electronic mail copy of a signature page hereto shall be deemed an original for all purposes. This consent may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same document.

Dated as of the date first written above.

BOARD:



Andrew J. Chapin

BENJA INCORPORATED

WRITTEN CONSENT OF THE [MAJORITY OF COMMON STOCK]¹

September 29, 2020

The undersigned, being the holders of the majority of the common stock (the “Majority Holders”) of Benja Incorporated, a Delaware corporation (the “Corporation”), hereby consent and agree, in lieu of a special meeting of the stockholders, to the approval and adoption of the following resolutions:

1. With Respect to the Election of a Director:

WHEREAS, Andrew Chapin resigned as the sole director of the Corporation, effective as of September 29, 2020; and

WHEREAS, the Majority Holders have determined that it is in the best interest of the Corporation to appoint Pano Anthos as the sole director of the Corporation.

NOW, THEREFORE, BE IT RESOLVED, that effective as of the date hereof, Pano Anthos be, and the same hereby is, appointed as the sole director of the Corporation, to serve until the earlier of his death, resignation or removal or until his successor shall have been duly elected and qualified.

2. Omnibus:

RESOLVED, that, in order to fully carry out the intent and effectuate the purposes of the foregoing resolutions, the directors and officers of the Corporation be, and each of them hereby is, individually authorized in the name and on behalf of the Corporation from time to time (i) to prepare, execute, deliver and perform, as the case may be, such agreements, amendments, applications, approvals, certificates, communications, consents, demands, directions, documents, further assurances, instruments, notices, orders, requests, resolutions, supplements or undertakings, (ii) to pay or cause to be paid on behalf of the Corporation any related costs and expenses and (iii) to take such other actions, in the name and on behalf of the Corporation, as each such director or officer, in such person’s discretion, shall deem necessary or advisable to complete and effect the foregoing transactions or to carry out the intent and purposes of the foregoing resolutions and the transactions contemplated thereby, the preparation, execution, delivery and performance of any such agreements, amendments, applications, approvals, certificates, communications, consents, demands, directions, documents, further assurances,

¹ NTD: Please confirm.

instruments, notices, orders, requests, resolutions, supplements or undertakings, the payment of any such costs or expenses and the performance of any such other acts shall be conclusive evidence of the approval of the Majority Holders thereof and all matters relating thereto.

[SIGNATURE PAGE TO FOLLOW]

(Signature Page to Written Consent of the Majority Holders of Benja Incorporated.)

This written consent is made pursuant to Section 228 of the General Corporation Law of the State of Delaware, and amended, shall be effective as of the date hereof, shall have the same force and effect as a vote of the Majority Holders at a duly called meeting and shall be filed with the minutes of the Corporation in the Corporation's minute book. A facsimile or electronic mail copy of a signature page hereto shall be deemed an original for all purposes. This consent may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same document.

Dated as of the date first written above.

MAJORITY HOLDERS:

By  _____
Andrew Chapin

☐

By _____
Name:
Its:

☐

By _____
Name:
Its:

☐

By _____
Name:
Its:

(Signature Page to Written Consent of the Majority Holders of Benja Incorporated.)

EXHIBIT C

From: Jennifer R. Byrne <JByrne@atllp.com>
Sent: Monday, September 28, 2020 2:21 PM
To: Scott Sklar
Subject: RE: Benja

Scott,

Thank you for your email and voicemail messages. You are raising some serious issues. Our records do not reflect that we have ever represented Benja. We have no record of our firm preparing or sending a DocuSign package to you or any other potential investor in Benja, and I have confirmed with our IT group that we did not even have the ability to send DocuSign packages from our system until this year.

Without violating any duties or agreements of confidentiality, can you please tell me what led you to believe that our firm was involved in this transaction?

Best regards,
Jennifer

Armstrong Teasdale LLP
Jennifer R. Byrne | Partner
DIRECT: 314.342.8025 | FAX: 314.552.4886 | MAIN OFFICE: 314.621.5070 | CELL: 314.705.0108

*****PRIVATE AND CONFIDENTIAL*****

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-----Original Message-----

From: Scott Sklar [mailto:scottsklar1@comcast.net]
Sent: Sunday, September 27, 2020 4:41 PM
To: Jennifer R. Byrne
Subject: Benja

CAUTION: EXTERNAL EMAIL

Hi Jennifer,

On 12/12/18 I received a DocuSign from your office with a master shareholders agreement to sign in conjunctions with my investment in Benja. In the past two week I have discovered many fraudulent activities in conjunction with this investment, including the fact that Cultivation Capital and Cliff Holekamp (as their representative) never in fact made any investment in Benja. His signatures, his gmail accounts were all forged. There are part of multiple deceptions that

have occurred with Benja apparently all perpetrated by its CEO Andrew Chapin. I am reconstructing these as best I can. If you would please contact me asap it would be much appreciated. I left you a voice mail as well. Your prompt reply would be much appreciated Scott Sklar'
415 389 8496 (home office)
4154 613 9411

EXHIBIT D

From: Andrew Chapin <andrew@benja.co>
Date: October 1, 2020 at 11:54:55 AM CDT
To: "Ricke, Patrick" <Patrick.Ricke@busey.com>
Cc: Joe Alouf <alouf@benja.co>, Pano Anthos <pano@xrclabs.com>
Subject: State of Benja

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Patrick,

As you are likely aware, there were a few management changes at Benja the last few days.

A long story made short — I am writing to inform you the move made early in the week (appointing Pano Anthos to the Board of Directors and Joe Alouf as Interim President) has been undone by vote of the majority of shareholders. I have returned to each of those roles effective yesterday.

Mr. Anthos and Mr. Alouf are no longer authorized to speak on behalf of Benja as it relates to this matter.

I would like to discuss the state of affairs between Benja and Busey. I come bearing a plan for resolution - and the sooner we can connect, the sooner we can put this in motion.

I'm available at (203) 695 4167 or (415) 326 4167. Give me a call, would be good to touch base briefly before a call with the full group.

Best,

Andrew J. Chapin
Co-Founder
Benja Incorporated

The information contained in this e-mail is privileged and confidential. Unless otherwise indicated or obvious from the message, this is intended only for the individual(s) listed above. Please see our Privacy Notices at <http://www.busey.com>.

EXHIBIT E



100 W University Ave
Champaign IL 61820

7283947
BENJA INC
845 MARKET ST 450A
SAN FRANCISCO CA 94103

Date 4/30/2020
Primary Account

Page 1
4766

CHECKING ACCOUNT SUMMARY & DETAIL

BUSINESS ANALYSIS		Number of Enclosures	0
Account Number	4766	Statement Dates	4/01/20 thru 4/30/20
Previous Balance	353,222.03	Days in the statement period	30
19 Deposits/Credits	1,944,608.17	Average Ledger	862,369.30
4 Checks/Debits	926,313.63	Average Collected	862,369.30
Service Charge	.00		
Interest Paid	.00		
Ending Balance	1,371,516.57		

	Total For This Period	Total Year-to-Date
Overdraft Item Fees	\$.00	\$.00
Returned Item Fees	\$.00	\$.00

DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
4/1	STRIPE TRANSFER X TRANSFER	1,250.00
4/1	STRIPE TRANSFER X TRANSFER	1,990.00
4/1	STRIPE TRANSFER X TRANSFER	3,734.22
4/1	STRIPE TRANSFER X TRANSFER	15,630.00
4/1	UNDER ARMOUR INC ACH/CRED 200401 TRANSFER OFA58223889962	39,442.01
4/1	ZAPPOS.COM, INC. ACH/CRED 200401 TRANSFER OFA51566133585	49,100.65
4/1	PATAGONIA INTERNATIONAL, INC. ACH/CRED 200401 TRANSFER OFA99403294665	102,184.75



100 W University Ave
Champaign IL 61820

Date 4/30/2020
Primary Account

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4766

BUSINESS ANALYSIS

4766 (Continued)

DEPOSITS AND OTHER CREDITS			
DATE	TRANSACTION DESCRIPTION		AMOUNT
4/1	COLUMBIA SPORTSWEAR CO ACH/CRED 200401 OFA82401998473	TRANSFER	166,474.00
4/1	NEW BALANCE ATHLETICS, INC ACH/CRED 200401 OFA83394855793	TRANSFER	322,445.49
4/1	BACKCOUNTRY.COM, LLC. ACH/CRED 200401 OFA87411909044	TRANSFER	357,309.60
4/2	FANATICS INC. ACH/CRED 200402 OFA78016096012	TRANSFER	479,383.68
4/30	STRIPE TRANSFER X	TRANSFER	1,990.00
4/30	STRIPE TRANSFER X	TRANSFER	1,998.75
4/30	STRIPE TRANSFER X	TRANSFER	3,425.50
4/30	HELLY HANSEN LEISURE INC. ACH/CRED 200430 OFA69938477483	TRANSFER	16,780.00
4/30	UNDER ARMOUR INC ACH/CRED 200430 OFA33412878394	TRANSFER	46,862.86
4/30	ZAPPOS.COM, INC. ACH/CRED 20430 OFA34851134728	TRANSFER	53,091.76
4/30	PATAGONIA INTERNATIONAL, INC. ACH/CRED 200430 OFA92715807823	TRANSFER	101,176.50
4/30	COLUMBIA SPORTSWEAR CO ACH/CRED 200430 OFA86925798887	TRANSFER	180,338.40



100 W University Ave
Champaign IL 61820

Date 4/30/2020
Primary Account

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4766

BUSINESS ANALYSIS

4766 (Continued)

CHECKS AND OTHER DEBITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
4/1	BILL PAY FLIPBOARD BENJA CK ON 200401 PAYMENT	158,424.00-
4/30	Amazon Az 3600037 EDI PYMNTS BENJA INCOR PAYMENT OFA04166994160	76,715.43-
4/30	BILL PAY FLIPBOARD BENJA CK ON 200430 PAYMENT	152,904.00-
4/30	BILL PAY PINTEREST INC BENJA CK ON 200430 PAYMENT	538,270.30-



100 W University Ave
Champaign IL 61820

7990492
BENJA INC
845 MARKET ST 450A
SAN FRANCISCO CA 94103

Date 5/31/2020
Primary Account

Page 1
4766

CHECKING ACCOUNT SUMMARY & DETAIL

BUSINESS ANALYSIS		Number of Enclosures	0
Account Number	4766	Statement Dates	5/01/20 thru 5/31/20
Previous Balance	1,371,516.57	Days in the statement period	31
9 Deposits/Credits	1,659,965.67	Average Ledger	799,351.39
9 Checks/Debits	2,804,296.04	Average Collected	799,351.39
Service Charge	.00		
Interest Paid	.00		
Ending Balance	227,186.20		

	Total For This Period	Total Year-to-Date
Overdraft Item Fees	\$.00	\$.00
Returned Item Fees	\$.00	\$.00

DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
5/1	STRIPE TRANSFER X TRANSFER	2,317.50
5/1	STRIPE TRANSFER X TRANSFER	3,984.12
5/1	WOLVERINE WORLD WIDE C ACH/CRED 200501 TRANSFER	16,248.00
	OFA18474943192	
5/1	STRIPE TRANSFER X TRANSFER	76,455.00
5/1	NEW BALANCE ATHLETICS, INC ACH/CRED 200501 TRANSFER	324,408.11
	OFA47918205132	
5/1	BACKCOUNTRY.COM, LLC. ACH/CRED 200501 TRANSFER	357,309.60
	OFA20349940646	



100 W University Ave
Champaign IL 61820

Date 5/31/2020
Primary Account

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BUSINESS ANALYSIS

4766 (Continued)

DEPOSITS AND OTHER CREDITS			
DATE	TRANSACTION DESCRIPTION		AMOUNT
5/1	NIKE INC. ACH/CRED		
	200501	TRANSFER	374,652.53
	OFA95740208255		
5/1	FANATICS INC.		
	ACH/CRED 200501	TRANSFER	483,094.95
	OFA31706715418		
5/2	STRIPE TRANSFER X	TRANSFER	1,250.00



100 W University Ave
Champaign IL 61820

Date 5/31/2020
Primary Account

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BUSINESS ANALYSIS

4766 (Continued)

CHECKS AND OTHER DEBITS			
DATE	TRANSACTION DESCRIPTION		AMOUNT
5/1	GUSTO Benja Incorporated n60l1ttz0rr8	PAYMENT	124,332.29-
5/1	Online Domestic Wire Transfer Via:MUFG UNION BANK/122000496 A/C: JOMBOY MEDIA INC.	PAYMENT	160,000.00-
5/1	Online Domestic Wire Transfer Via:Silvergate Lajolla/322286803..	PAYMENT	263,271.44-
5/1	BILL PAY SPORTSILLU xxxBENJA ON	PAYMENT	576,807.00-
5/31	Amazon Az 3600037 EDI PYMNTS BENJA INCOR OFA42515646530	PAYMENT	79,198.13-
5/31	BILL PAY FLIPBOARD BENJA CK ON 200531	PAYMENT	164,447.70-
5/31	Online Domestic Wire Transfer Via:Silvergate Lajolla/322286803..	PAYMENT	274,654.84-
5/31	BILL PAY PINTEREST INC BENJA CK ON 200531 OFA68401088588	PAYMENT	583,664.64-
5/31	BILL PAY SPORTSILLU xxxBENJA ON	PAYMENT	613,961.25-



100 W University Ave
Champaign IL 61820

8020564
BENJA INC
845 MARKET ST 450A
SAN FRANCISCO CA 94103

Date 6/30/2020
Primary Account

Page 1
4766

CHECKING ACCOUNT SUMMARY & DETAIL

BUSINESS ANALYSIS		Number of Enclosures	0
Account Number	4766	Statement Dates	6/01/20 thru 6/30/20
Previous Balance	227,186.20	Days in the statement period	30
43 Deposits/Credits	6,324,533.45	Average Ledger	1,483,076.64
8 Checks/Debits	1,747,711.92	Average Collected	1,483,076.64
Service Charge	.00		
Interest Paid	.00		
Ending Balance	4,804,007.73		

	Total For This Period	Total Year-to-Date
Overdraft Item Fees	\$.00	\$.00
Returned Item Fees	\$.00	\$.00

DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
6/1	STRIPE TRANSFER X TRANSFER	1,250.00
6/1	STRIPE TRANSFER X TRANSFER	2,011.91
6/1	STRIPE TRANSFER X TRANSFER	2,019.80
6/1	STRIPE TRANSFER X TRANSFER	2,463.75
6/1	STRIPE TRANSFER X TRANSFER	3,484.49
6/1	STRIPE TRANSFER X TRANSFER	4,019.82
6/1	HELLY HANSEN LEISURE INC. ACH/CRED 200601 OFA89924079043	17,083.40
6/1	WOLVERINE WORLD WIDE C ACH/CRED 200601 OFA49389309622	17,400.00
6/1	STRIPE TRANSFER X TRANSFER	20,582.88



100 W University Ave
Champaign IL 61820

Date 6/30/2020
Primary Account

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BUSINESS ANALYSIS

4766 (Continued)

DEPOSITS AND OTHER CREDITS			
DATE	TRANSACTION DESCRIPTION		AMOUNT
6/1	UNDER ARMOUR INC ACH/CRED 200601 OFA60545457583	TRANSFER	53,676.20
6/1	ZAPPOS.COM, INC. ACH/CRED 200601 OFA61339634857	TRANSFER	53,837.69
6/1	PATAGONIA INTERNATIONAL, INC. ACH/CRED 200601 OFA584739079394	TRANSFER	96,218.50
6/1	COLUMBIA SPORTSWEAR CO ACH/CRED 200601 OFA54480887555	TRANSFER	212,473.85
6/1	NEW BALANCE ATHLETICS, INC ACH/CRED 200601 OFA20683754258	TRANSFER	324,805.50
6/1	BACKCOUNTRY.COM, LLC. ACH/CRED 200601 OFA60406856944	TRANSFER	358,864.45
6/1	NIKE INC. ACH/CRED 200601 OFA54571761717	TRANSFER	380,281.86
6/1	FANATICS INC. ACH/CRED 200601 OFA77381734722	TRANSFER	462,183.93
6/5	WIRE TRANSFER ...	TRANSFER	1,000,000.00
6/9	ADVANCE TO ***4766 ADVANCE FROM ***0865	TRANSFER	1,100,000.00
6/30	STRIPE TRANSFER X	TRANSFER	1,250.00
6/30	STRIPE TRANSFER X	TRANSFER	2,140.03



100 W University Ave
Champaign IL 61820

Date 6/30/2020
Primary Account

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4766

BUSINESS ANALYSIS

4766 (Continued)

DEPOSITS AND OTHER CREDITS				
DATE	TRANSACTION DESCRIPTION			AMOUNT
6/30	STRIPE TRANSFER X	TRANSFER		2,194.00
6/30	STRIPE TRANSFER X	TRANSFER		2,514.94
6/30	STRIPE TRANSFER X	TRANSFER		3,660.44
6/30	STRIPE TRANSFER X	TRANSFER		4,199.00
6/30	STRIPE TRANSFER X	TRANSFER		5,055.12
6/30	COLUMBIA SPORTSWEAR CO ACH/CRED 200630 OFA29775116753	TRANSFER		13,967.72
6/30	HELLY HANSEN LEISURE INC. ACH/CRED 200630 OFA23541722980	TRANSFER		17,255.90
6/30	WOLVERINE WORLD WIDE C ACH/CRED 200630 OFA39202182771	TRANSFER		17,927.22
6/30	PATAGONIA INTERNATIONAL, INC. ACH/CRED 200630 OFA60924447472	TRANSFER		18,768.25
6/30	NEW BALANCE ATHLETICS, INC ACH/CRED 200630 OFA9647096787	TRANSFER		21,069.78
6/30	STRIPE TRANSFER X	TRANSFER		21,540.84
6/30	NIKE INC. ACH/CRED 200630 OFA59642156022	TRANSFER		24,636.71
6/30	BACKCOUNTRY.COM, LLC. ACH/CRED 200630 OFA49415436471	TRANSFER		24,847.80
6/30	ZAPPOS.COM, INC. ACH/CRED 200630 OFA62443625650	TRANSFER		54,729.73
6/30	UNDER ARMOUR INC ACH/CRED 200401 OFA58223889962	TRANSFER		55,206.36
6/30	CHECK DEP	TRANSFER		89,118.00



100 W University Ave
Champaign IL 61820

Date 6/30/2020
Primary Account

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4766

BUSINESS ANALYSIS

4766 (Continued)

DEPOSITS AND OTHER CREDITS			
DATE	TRANSACTION DESCRIPTION		AMOUNT
6/30	PATAGONIA INTERNATIONAL, INC. ACH/CRED 200630 OFA96259626036	TRANSFER	102,018.25
6/30	COLUMBIA SPORTSWEAR CO ACH/CRED 200630 OFA94483634455	TRANSFER	208,453.60
6/30	NEW BALANCE ATHLETICS, INC ACH/CRED 200630 OFA61261172972	TRANSFER	316,963.13
6/30	NIKE INC. ACH/CRED 200630 OFA20383116002	TRANSFER	368,265.59
6/30	BACKCOUNTRY.COM, LLC. ACH/CRED 200630 OFA42685451429	TRANSFER	371,854.80
6/30	FANATICS INC. ACH/CRED 200630 OFA36495538206	TRANSFER	464,238.21



100 W University Ave
Champaign IL 61820

Date 6/30/2020
Primary Account

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BUSINESS ANALYSIS

4766 (Continued)

CHECKS AND OTHER DEBITS			
DATE	TRANSACTION DESCRIPTION		AMOUNT
6/1	Amazon Az 3600037 EDI PYMNTS BENJA INCOR OFA81030497279	PAYMENT	98,364.57-
6/1	GUSTO Benja Incorporated n60littz0rr8	PAYMENT	124,332.29-
6/1	CK #5009	PAYMENT	140,000.00-
6/1	BILL PAY PINTEREST INC BENJA CK ON 200102 OFA68401088588	PAYMENT	146,520.33-
6/1	Online Domestic Wire Transfer Via:MUFG UNION BANK/122000496 A/C: JOMBOY MEDIA INC.	PAYMENT	170,000.00-
6/1	BILL PAY SPORTSILLU xxxBENJA ON	PAYMENT	598,647.00-
6/30	BILL PAY FLIPBOARD BENJA CK ON 200630	PAYMENT	189,710.81-
6/30	Online Domestic Wire Transfer Via:Silvergate Lajolla/322286803..	PAYMENT	280,136.92-



100 W University Ave
Champaign IL 61820

8069609
BENJA INC
845 MARKET ST 450A
SAN FRANCISCO CA 94103

Date 7/31/2020
Primary Account

Page 1
4766

CHECKING ACCOUNT SUMMARY & DETAIL

BUSINESS ANALYSIS		Number of Enclosures	0
Account Number	4766	Statement Dates	7/01/20 thru 7/31/20
Previous Balance	4,804,007.73	Days in the statement period	31
1 Deposits/Credits	88,794.00	Average Ledger	3,494,585.87
12 Checks/Debits	2,579,507.25	Average Collected	3,494,585.87
Service Charge	.00		
Interest Paid	.00		
Ending Balance	2,313,294.48		

	Total For This Period	Total Year-to-Date
Overdraft Item Fees	\$.00	\$.00
Returned Item Fees	\$.00	\$.00

DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
7/1	COVERAGEGEAR ACH/CRED 200701 TRANSFER	88,794.00



100 W University Ave
Champaign IL 61820

Date 7/31/2020
Primary Account

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4766

BUSINESS ANALYSIS

4766 (Continued)

CHECKS AND OTHER DEBITS			
DATE	TRANSACTION DESCRIPTION		AMOUNT
7/1	GUSTO Benja Incorporated	PAYMENT	146,520.33-
7/1	PINTEREST INC BENJA CK ON PAYMENT OFA	PAYMENT	585,795.60-
7/2	Amazon Az EDI PYMNTS BENJA INCOR	PAYMENT	95,509.47-
7/2	PAYMENT OFA		
7/2	TIK TOK INC. TRANSFER OFA	PAYMENT	138,000.00-
7/2	PINTEREST INC BENJA CK ON PAYMENT OFA	PAYMENT	609,133.20-
7/3	NEXT DOOR BENJA CK ON PAYMENT	PAYMENT	86,250.00-
7/3	Online Domestic Wire Transfer Via:MUFG UNION BANK A/C: JOMBOY MEDIA INC.	PAYMENT	260,000.00-
7/3	CK PAYMENT	PAYMENT	283,772.84-
7/10	Wire Transfer Debit E-Revshare Core LLC 121000248 1200787933 WELLS FARGO BANK,Benja June 2020	PAYMENT	3,597.44-
7/14	Wire Transfer Debit E-Revshare Core LLC 121000248 1200787933 WELLS FARGO BANK,20200714MMQFMP UN000137	PAYMENT	33,917.56-
7/31	SPOTIFY INT xxxBENJA ON PAYMENT	PAYMENT	133,500.00-
7/31	FLIPBOARD CK ON PAYMENT	PAYMENT	203,510.81-



100 W University Ave
Champaign IL 61820

8102849
BENJA INC
845 MARKET ST 450A
SAN FRANCISCO CA 94103

Date 8/31/2020
Primary Account

Page 1
4766

CHECKING ACCOUNT SUMMARY & DETAIL

BUSINESS ANALYSIS		Number of Enclosures	0
Account Number	4766	Statement Dates	8/01/20 thru 8/31/20
Previous Balance	2,313,294.48	Days in the statement period	31
23 Deposits/Credits	2,275,275.28	Average Ledger	2,400,566.19
13 Checks/Debits	3,316,524.84	Average Collected	2,400,566.19
Service Charge	.00		
Interest Paid	.00		
Ending Balance	1,272,044.92		

	Total For This Period	Total Year-to-Date
Overdraft Item Fees	\$.00	\$.00
Returned Item Fees	\$.00	\$.00

DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
8/3	STRIPE TRANSFER X TRANSFER	1,500.00
8/3	STRIPE TRANSFER X TRANSFER	1,950.00
8/3	STRIPE TRANSFER X TRANSFER	2,080.00
8/3	STRIPE TRANSFER X TRANSFER	2,250.00
8/3	NIKE INC. ACH/CRED TRANSFER OFA	2,397.50
8/3	NEW BALANCE ATHLETICS, INC. ACH/CRED TRANSFER	2,441.11
8/3	STRIPE TRANSFER X TRANSFER	4,080.00
8/3	PATAGONIA TRANSFER INTERNATIONAL INC. ACH/CRED OFA	4,625.00
8/3	STRIPE TRANSFER X TRANSFER	5,137.37



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DEPOSITS AND OTHER CREDITS			
DATE	TRANSACTION DESCRIPTION		AMOUNT
8/3	SPORTSILLU xxxxBENJA ON PAYMENT	TRANSFER	5,542.08
8/3	BACKCOUNTRY.COM LLC. ACH/CRED TRANSFER OFA	TRANSFER	5,802.21
8/3	HELLY HANSEN LEISURE INC. ACH/CRED TRANSFER OFA	TRANSFER	16,090.00
8/3	WOLVERWINE WORLD WIDE C ACH/CRED TRANSFER OFA	TRANSFER	16,854.00
8/3	STRIPE TRANSFER X	TRANSFER	22,144.68
8/3	FANATICS INC. ACH/CRED TRANSFER OFA	TRANSFER	31,962.47
8/3	COVERAGEGEAR ACH/CRED 200803	TRANSFER	89,946.00
8/3	COLUMBIA SPORTSWEAR CO ACH/CRED	TRANSFER	259,931.74
8/3	NEW BALANCE ATHLETICS, INC. ACH/CRED	TRANSFER	393,552.67
8/3	NIKE INC. ACH/CRED TRANSFER OFA	TRANSFER	451,048.68
8/3	FANATICS INC. ACH/CRED TRANSFER OFA	TRANSFER	457,464.90
8/3	BACKCOUNTRY.COM LLC. ACH/CRED TRANSFER OFA	TRANSFER	460,688.09
8/10	Wire Transfer Credit WF EXC RTN TO SNDR 721 WIP MAC P6101-081 1300 SW 5TH AVE 8TH FL PORTLAND OR 97201- 566720200810I1B7031 R011337	TRANSFER	37,386.78



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DEPOSITS AND OTHER CREDITS			
DATE	TRANSACTION DESCRIPTION		AMOUNT
8/21	Memo Credit PAYPAL TRANSFER ACH Entry	TRANSFER	400.00

CHECKS AND OTHER DEBITS			
DATE	TRANSACTION DESCRIPTION		AMOUNT
8/3	SPORTSILLU xxxxBENJA ON PAYMENT	PAYMENT	603,750.00-
8/10	Wire Transfer Debit E-Revshare Core LLC 121000248 026012881 WELLS FARGO BANK,20200810MMQFMP UN000097	PAYMENT	37,386.78-
8/12	Wire Transfer Debit E-Revshare Core LLC 121000248 1200787933 WELLS FARGO BANK,20200812MMQFMP UN000149	PAYMENT	37,386.78-
8/31	Amazon Az EDI PYMNTS BENJA INCOR PAYMENT OFA	PAYMENT	96,758.43-
8/31	GUSTO Benja Incorporated	PAYMENT	146,520.33-
8/31	NEXT DOOR BENJA CK ON PAYMENT OFA	PAYMENT	149,533.00-
8/31	TIK TOK INC. TRANSFER OFA	PAYMENT	164,000.00-
8/31	FLIPBOARD CK ON PAYMENT OFA	PAYMENT	203,510.81-
8/31	CONDE xxxxBENJA	PAYMENT	208,484.54-
8/31	Online Domestic Wire Transfer Via:MUFG UNION BANK A/C: JOMBOY MEDIA INC.	PAYMENT	260,000.00-
8/31	CK PAYMENT	PAYMENT	283,772.84-



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CHECKS AND OTHER DEBITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
8/31	PINTEREST INC BENJA CK ON PAYMENT OFA PAYMENT	549,937.48-
8/31	SPOTIFY INT xxxBENJA ON PAYMENT PAYMENT	575,937.48-

EXHIBIT F



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15810992
BENJA INC
845 MARKET ST 450A
SAN FRANCISCO CA 94117

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CHECKING ACCOUNT SUMMARY & DETAIL

BUSINESS ANALYSIS		Number of Enclosures	2
Account Number	4766	Statement Dates	8/03/20 thru 8/31/20
Previous Balance	27,538.59-	Days in the statement period	29
38 Deposits/Credits	2,289,795.77	Average Ledger	8,477.06
35 Checks/Debits	2,260,282.38	Average Collected	8,477.06
Service Charge	.00		
Interest Paid	.00		
Ending Balance	1,974.80		

	Total For This Period	Total Year-to-Date
Overdraft Item Fees	\$.00	\$910.00
Returned Item Fees	\$.00	\$35.00

DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
8/03	CGUSABENJA TRANSFER ANDREW CHAPIN ST-M2D0B0E2U5B4	77.21
8/04	Reverse OD Item Charge	35.00
8/04	CGUSABENJA TRANSFER ANDREW CHAPIN ST-C2I2I7X5Q0F3	273.50
8/05	Reverse OD Item Charge	35.00
8/05	Reverse OD Item Charge	35.00
8/05	Reverse OD Item Charge	35.00
8/05	Reverse OD Item Charge	35.00
8/05	Wire Transfer Credit ANDREW J CHAPIN 26 CRAGMONT AVE SAN FRANCISCO CA 94116-1308 US 20200805B1QGC08C003144 20200805MMQFMPUN000082 08050914FT03	25,000.00
8/05	CGUSABENJA TRANSFER ANDREW CHAPIN ST-Q7Z8U4B8W7E5	127.47
8/06	Reverse OD Item Charge	35.00
8/06	Reverse OD Item Charge	35.00
8/06	Wire Transfer Credit ANDREW J CHAPIN	20,000.00



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DEPOSITS AND OTHER CREDITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
	26 CRAGMONT AVE SAN FRANCISCO CA 94116-1308 US 20200806B1QGC03C005761 20200806MMQFMPUN000133 08061035FT03	
8/06	CGUSABENJA TRANSFER ANDREW CHAPIN ST-Y3N2O6U8G3E5	70.22
8/07	Wire Transfer Credit ANDREW J CHAPIN 26 CRAGMONT AVE SAN FRANCISCO CA 94116-1308 US 20200807B1QGC05C009613 20200807MMQFMPUN000204 08071319FT03	134,000.00
8/07	CGUSABENJA TRANSFER ANDREW CHAPIN ST-W5G3P6P5G5R8	111.32
8/10	Wire Transfer Credit ANDREW J CHAPIN 26 CRAGMONT AVE SAN FRANCISCO CA 94116-1308 US 20200810B1QGC06C002330 20200810MMQFMPUN000037 08100801FT03	25,000.00
8/10	Wire Transfer Credit WF EXC RTN TO SNDR 721 WIP MAC P6101-081 1300 SW 5TH AVE 8TH FL PORTLAND OR 97201-5667 20200810I1B7031R011337 20200810MMQFMPUN000177 08101335FT03	37,386.78
8/10	CGUSABENJA TRANSFER ANDREW CHAPIN ST-O6C6P2B7B2U4	20.21
8/11	Wire Transfer Credit ANDREW J CHAPIN 26 CRAGMONT AVE SAN FRANCISCO CA 94116-1308 US 20200811B1QGC05C005373 20200811MMQFMPUN000141 08111113FT03	4,000.00
8/11	CGUSABENJA TRANSFER ANDREW CHAPIN ST-J9H7B0X1H0D5	155.35
8/12	CGUSABENJA TRANSFER ANDREW CHAPIN	49.67



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DEPOSITS AND OTHER CREDITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
	ST-E1N108T8K9W6	
8/14	CGUSABENJA TRANSFER ANDREW CHAPIN ST-B2I0O3L2W3X5	215.66
8/17	CGUSABENJA TRANSFER ANDREW CHAPIN ST-E5N8U1U0K8O3	112.19
8/18	Wire Transfer Credit ANDREW J CHAPIN 26 CRAGMONT AVE SAN FRANCISCO CA 94116-1308 US 20200818B1QGC01C007938 20200818MMQFMPUN000164 08181252FT03	11,000.00
8/18	CGUSABENJA TRANSFER ANDREW CHAPIN ST-X6F7Z6A7F6Z3	418.48
8/19	Wire Transfer Credit ANDREW J CHAPIN 26 CRAGMONT AVE SAN FRANCISCO CA 94116-1308 US 20200819B1QGC02C008957 20200819MMQFMPUN000279 08191531FT03	20,803.49
8/19	CGUSABENJA TRANSFER ANDREW CHAPIN ST-X3I1C7P0A7P8	181.67
8/20	CGUSABENJA TRANSFER ANDREW CHAPIN ST-U9Y3O6Y5T6X3	130.35
8/20	FROM LOAN 0865	1,979,296.50
8/21	CGUSABENJA TRANSFER ANDREW CHAPIN ST-H5D2Y3E4J5I0	93.62
8/21	From L 6706744910865 To DDA 500764766	20,803.00
8/24	CGUSABENJA TRANSFER ANDREW CHAPIN ST-Q0L0W9V7I0J7	141.80
8/25	CGUSABENJA TRANSFER ANDREW CHAPIN ST-K8G5M0Y6C8R5	398.10
8/26	CGUSABENJA TRANSFER ANDREW CHAPIN ST-H4R5F4Q7W9S8	32.80
8/27	PAYPAL TRANSFER ANDREW CHAPIN 1010139078579	8,410.46



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DEPOSITS AND OTHER CREDITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
8/28	CGUSABENJA TRANSFER ANDREW CHAPIN ST-L7S9T9J4R1Y0	85.56
8/31	CGUSABENJA TRANSFER ANDREW CHAPIN ST-D1V4E7Y2O4G4	155.36
8/31	PAYPAL TRANSFER ANDREW CHAPIN 1010179433893	1,000.00

CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
8/03	STRIPE TRANSFER ANDREW CHAPIN ST-Y3D8S2F0R4C3	1,526.64-
8/03	Overdraft Item Charge	35.00-
8/04	GUSTO FEE 275077 Benja Incorporated 6semjooc091	111.00-
8/04	STRIPE TRANSFER ANDREW CHAPIN ST-X4Q7W9P7X0R4	170.57-
8/04	SSBTRUSTOPS P/R Contr BENJA INCORPORAT	5,703.75-
8/04	Overdraft Item Charge	140.00-
8/05	STRIPE TRANSFER ANDREW CHAPIN ST-R5G1I8I8A7G3	320.18-
8/05	AMEX EPAYMENT ACH PMT Andrew Chapin M4460	5,800.00-
8/05	Overdraft Item Charge	70.00-
8/06	Guideline Retire GUIDELINE. BENJA INCORPORATED ST-W1Z6D6R7G1G0	39.00-
8/06	STRIPE TRANSFER ANDREW CHAPIN ST-K1T5Y5N3I4V2	60.06-
8/07	Wire Transfer Debit Sports Byline USA 122016066 0450009504 CITY NATIONAL BANK 20200807MMQFMPUN000270 20200807L2LFCK1C003392 08071344FT03	2,000.00-



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CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
8/07	Wire Transfer Debit Koosh Media 321370765 8103786531 AMERICAN SAVINGS B INV AUGUST 20200807MMQFMPUN000313 20200807GMQFMP01020788 08071428FT03	10,000.00-
8/07	Wire Transfer Debit Sean C Fleming Rev Trust 5/1/0 026007993 101-WA-258641-000 UBS AG Further Credit U2 32785 SCF Tr 20200807MMQFMPUN000312 20200807B1Q8051R000649 08071428FT03	12,500.00-
8/07	Wire Transfer Debit MHC Financial Services, Inc. 101000695 9872224221 UMB BANK, N.A. 20200807MMQFMPUN000348 20200807J1B7841C001254 08071459FT03	100,000.00-
8/10	Wire Transfer Debit E-Revshare Core LLC 121000248 026012881 WELLS FARGO BANK, 20200810MMQFMPUN000097 20200810I1B7033R010050 08101129FT03	37,386.78-
8/10	STRIPE TRANSFER ANDREW CHAPIN ST-K1H7F8F2G2G0	401.43-
8/12	Wire Transfer Debit E-Revshare Core LLC 121000248 1200787933 WELLS FARGO BANK, 20200812MMQFMPUN000149 20200812I1B7031R011373 08121206FT03	37,386.78-
8/12	STRIPE TRANSFER ANDREW CHAPIN ST-I8D8U3A1D6Z5	41.89-



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CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
8/13	Wire Transfer Debit TYZ LAW GROUP PC 321171184 206670879 CITIBANK, N.A. 20200813MMQFMPUN000021 20200813B1Q8021R009731 08130904FT03	4,500.00-
8/14	Account Analysis Charge	230.26-
8/17	STRIPE TRANSFER ANDREW CHAPIN ST-D3A1U6U2I8C0	135.82-
8/18	From DDA 500764766 to L 6706744910865	10,260.63-
8/20	Wire Transfer Debit MHC Financial Services, Inc. 101000695 9872224221 UMB BANK, N.A. 20200820MMQFMPUN000031 20200820J1B7841C000325 08200926FT03	1,941,298.12-
8/20	FEE AND INT DUE LOAN 0865	20,803.49-
8/21	Wire Transfer Debit Andrew Chapin 322271627 555475257 JPMORGAN CHASE BAN 20200821MMQFMPUN000116 20200821B1QGC01R031442 08211128FT03	30,000.00-
8/24	WCB Warehouse WCB Wareho BENJA INCORPORATED ST-J1P7E3N5I8K0	571.75-
8/24	CHASE CREDIT CRD EPAY ANDREW J CHAPIN 4842308773	8,000.00-
8/24	PAYPAL INST XFER ANDREW CHAPIN MARTIJUNKLEI	8,410.46-
8/25	Wire Transfer Debit Martinus Petrus Kleiweg 031176110 36105355930 CAPITAL ONE, NA 20200825MMQFMPUN000068 20200825MMQFMPGH001506 08251031FT03	9,065.00-



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CHECKS AND OTHER DEBITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
8/27	Wire Transfer Debit Benja Incorporated 322271627 599330732 JPMORGAN CHASE BAN 20200827MMQFMPUN000017 20200827B1QGC01R021347 08270920FT03	702.40-
8/27	Wire Transfer Debit MHC Financial Services Inc. 101000695 9872224221 UMB BANK, N.A. 20200827MMQFMPUN000115 20200827J1B7841C000678 08271150FT03	10,000.00-
8/28	Wire Transfer Debit MHC Financial Services, Inc. 101000695 9872224221 UMB BANK, N.A. 20200828MMQFMPUN000308 20200828J1B7841C001659 08281546FT03	2,500.00-

CHECKS IN SERIAL NUMBER ORDER

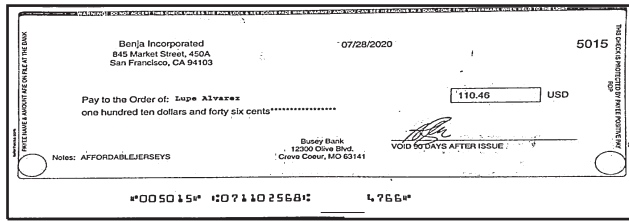
DATE	CHECK NO	AMOUNT	DATE	CHECK NO	AMOUNT
8/04	5015	110.46	8/07	5016	.91

*Indicates break in check number sequence

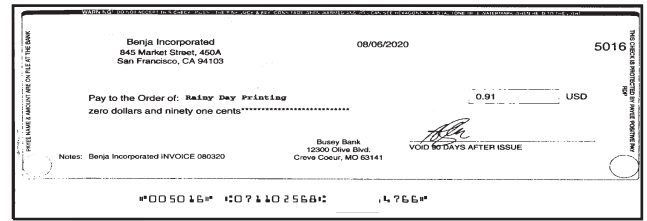
DAILY BALANCE SECTION

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
8/03	29,023.02-	8/04	34,950.30-	8/05	15,873.01-
8/06	4,168.15	8/07	13,778.56	8/10	38,397.34
8/11	42,552.69	8/12	5,173.69	8/13	673.69
8/14	659.09	8/17	635.46	8/18	1,793.31
8/19	22,778.47	8/20	40,103.71	8/21	31,000.33
8/24	14,159.92	8/25	5,493.02	8/26	5,525.82
8/27	3,233.88	8/28	819.44	8/31	1,974.80

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Check 5015 Amount \$110.46 Date 8/4/2020



Check 5016 Amount \$0.91 Date 8/7/2020



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14776286
BENJA INC
845 MARKET ST 450A
SAN FRANCISCO CA 94117

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CHECKING ACCOUNT SUMMARY & DETAIL

BUSINESS ANALYSIS		Number of Enclosures	0
Account Number	4766	Statement Dates	7/01/20 thru 8/02/20
Previous Balance	17,983.54-	Days in the statement period	33
42 Deposits/Credits	124,314.55	Average Ledger	5,614.76-
67 Checks/Debits	133,869.60	Average Collected	5,614.76-
Service Charge	.00		
Interest Paid	.00		
Ending Balance	27,538.59-		

	Total For This Period	Total Year-to-Date
Overdraft Item Fees	\$105.00	\$910.00
Returned Item Fees	\$.00	\$35.00

DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
7/01	Reverse OD Item Charge	35.00
7/01	Reverse OD Item Charge	35.00
7/01	CGUSABENJA TRANSFER ANDREW CHAPIN ST-P2P7L9K0W0G3	125.09
7/02	Reverse OD Item Charge	35.00
7/02	CGUSABENJA TRANSFER ANDREW CHAPIN ST-B1T1Y9G8C7W7	45.73
7/03	Reverse OD Item Charge	35.00
7/03	Reverse OD Item Charge	35.00
7/06	CGUSABENJA TRANSFER ANDREW CHAPIN ST-Z2Z7A7V2X7L0	56.96
7/07	Reverse OD Item Charge	35.00
7/07	CGUSABENJA TRANSFER ANDREW CHAPIN ST-L7D3I7O1M6K4	222.24
7/08	Reverse OD Item Charge	35.00
7/08	Reverse OD Item Charge	35.00
7/08	Reverse OD Item Charge	35.00
7/08	Reverse OD Item Charge	35.00
7/09	Wire Transfer Credit	17,850.00



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DEPOSITS AND OTHER CREDITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
	26 CRAGMONT AVE SAN FRANCISCO CA 94116-1308 US 20200709B1QGC08C007019 20200709MMQFMPUN000143 07091148FT03	
7/09	CGUSABENJA TRANSFER ANDREW CHAPIN ST-M0L6Y9Q8L4W8	92.93
7/10	Wire Transfer Credit ANDREW J CHAPIN 26 CRAGMONT AVE SAN FRANCISCO CA 94116-1308 US 20200710B1QGC07C004764 20200710MMQFMPUN000155 07101113FT03	19,600.00
7/13	CGUSABENJA TRANSFER ANDREW CHAPIN ST-L3P5K1H5O8G2	160.34
7/13	Benja - Affordab Benja - Af ANDREW CHAPIN ST-C1Z3A0J4V8F5	3,800.00
7/13	From L 6706744910865 To DDA 500764766	3,800.00
7/14	Wire Transfer Credit ANDREW J CHAPIN 26 CRAGMONT AVE SAN FRANCISCO CA 94116-1308 US 20200714B1QGC02C006404 20200714MMQFMPUN000140 07141147FT03	32,818.09
7/14	CGUSABENJA TRANSFER ANDREW CHAPIN ST-B8G4G2D3T0C3	254.97
7/15	Wire Transfer Credit ANDREW J CHAPIN 26 CRAGMONT AVE SAN FRANCISCO CA 94116-1308 20200715E6B7361C000380 20200715MMQFMPUN000040 07150818FT03	40,000.00
7/15	CGUSABENJA TRANSFER ANDREW CHAPIN ST-G6E1B1Z9U6P3	32.17
7/15	Benja - Affordab Benja - Af ANDREW CHAPIN ST-O9E2A6J0W0O6	550.00
7/16	Benja - Affordab Benja - Af ANDREW CHAPIN	1,350.00



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DEPOSITS AND OTHER CREDITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
	ST-N7Z5F8V2F7J2	
7/20	CGUSABENJA TRANSFER	115.02
	ANDREW CHAPIN	
	ST-T2C0S9X1K9N4	
7/20	Benja - Affordab Benja - Af	658.58
	ANDREW CHAPIN	
	ST-T1G3B4V6C2S4	
7/21	CGUSABENJA TRANSFER	462.71
	ANDREW CHAPIN	
	ST-N6Y6R6X8J5C5	
7/22	CGUSABENJA TRANSFER	32.80
	ANDREW CHAPIN	
	ST-H1D2M6V8M3E8	
7/22	Benja - Affordab Benja - Af	390.00
	ANDREW CHAPIN	
	ST-P0Z2N5H4O5T4	
7/23	CGUSABENJA TRANSFER	65.83
	ANDREW CHAPIN	
	ST-J1T0X5E6G1U3	
7/24	CGUSABENJA TRANSFER	257.08
	ANDREW CHAPIN	
	ST-F1W0O9T7Y7W7	
7/27	CGUSABENJA TRANSFER	58.18
	ANDREW CHAPIN	
	ST-S6Z9F0O0S1F4	
7/27	Benja - Affordab Benja - Af	640.00
	ANDREW CHAPIN	
	ST-I3O4R0R4R7W3	
7/28	CGUSABENJA TRANSFER	137.60
	ANDREW CHAPIN	
	ST-X4H6Y1K8C2G1	
7/28	Benja - Affordab Benja - Af	200.00
	ANDREW CHAPIN	
	ST-G3V7I5W5I4N8	
7/30	CGUSABENJA TRANSFER	57.06
	ANDREW CHAPIN	
	ST-C9M4N1V7H6I2	
7/31	Reverse OD Item Charge	35.00
7/31	Reverse OD Item Charge	35.00
7/31	Reverse OD Item Charge	35.00
7/31	CGUSABENJA TRANSFER	26.17
	ANDREW CHAPIN	
	ST-H2I5E0G6Q2P1	

CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT

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CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
7/01	SHOPIFY CAPITAL RLCTKHK5S Andrew Chapin R7581875	26.74-
7/01	Overdraft Item Charge	35.00-
7/02	SHOPIFY CAPITAL RAFYIHIGX Andrew Chapin R7592370	54.52-
7/02	GUSTO FEE 955354 Benja Incorporated 6semjol7uee	117.00-
7/02	Overdraft Item Charge	70.00-
7/06	SHOPIFY CAPITAL RIQGVENQI Andrew Chapin R7603172	55.43-
7/06	Overdraft Item Charge	35.00-
7/07	SHOPIFY CAPITAL RUK26RHJG Andrew Chapin R7644096	21.80-
7/07	SHOPIFY CAPITAL RX5AASE5C Andrew Chapin R7634750	35.98-
7/07	SHOPIFY CAPITAL RPUOUZGDQ Andrew Chapin R7624759	46.25-
7/07	SHOPIFY CAPITAL REFDLBBLF Andrew Chapin R7614041	57.00-
7/07	Overdraft Item Charge	140.00-
7/08	SHOPIFY CAPITAL R3YTE3HVO Andrew Chapin R7653886	38.60-
7/08	Overdraft Item Charge	35.00-
7/09	SHOPIFY CAPITAL RA6JN4TG4 Andrew Chapin R7664471	9.49-
7/09	WCB Warehouse WCB Wareho BENJA INCORPORATED ST-S0K3N3Q8V9B7	729.38-
7/09	Overdraft Item Charge	70.00-
7/10	Wire Transfer Debit Sports Byline USA 122016066 0450009504 CITY NATIONAL BANK 20200710MMQFMPUN000256 20200710L2LFCK1C003772 07101432FT03	2,000.00-
7/10	Wire Transfer Debit E-Revshare Core LLC	3,597.44-



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BUSINESS ANALYSIS

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CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
	121000248 1200787933 WELLS FARGO BANK, Benja June 2020 20200710MMQFMPUN000119 20200710I1B7031R009610 07101131FT03	
7/10	SHOPIFY CAPITAL RGY5P45I5 Andrew Chapin R7675495	37.72-
7/10	CGUSABENJA TRANSFER ANDREW CHAPIN ST-D7A4R1M2X3B5	48.17-
7/10	to loan 6706744910865 from dda 500764766	11,199.54-
7/13	SHOPIFY CAPITAL RHOHWCKL Andrew Chapin R7686557	26.18-
7/14	Wire Transfer Debit E-Revshare Core LLC 121000248 1200787933 WELLS FARGO BANK, 20200714MMQFMPUN000137 20200714I1B7031R011008 07141203FT03	33,917.56-
7/14	SHOPIFY CAPITAL RVXEXCCSD Andrew Chapin R7708123	35.84-
7/14	SHOPIFY CAPITAL RFD7MTUJM Andrew Chapin R7717989	38.65-
7/14	PAYPAL INST XFER ANDREW CHAPIN REESE8453 EBAY	47.44-
7/14	SHOPIFY CAPITAL RBKII5AXD Andrew Chapin R7697558	51.93-
7/14	GUSTO CND 027771 Benja Incorporated 6semjom9j1q	75.00-
7/15	Account Analysis Charge	286.68-
7/15	Wire Transfer Debit Sean C Fleming Rev Trust 5/1/0 026007993 101WA258641000 UBS AG U2 32785 SCF Tr Alt Inv	13,125.00-



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BUSINESS ANALYSIS

4766 (Continued)

CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
	20200715MMQFMPUN000041 20200715B1Q8052R000407 07150921FT03	
7/15	Wire Transfer Debit UMB Bank NA 101000695 9872215826 UMB BANK, N.A. 20200715MMQFMPUN000042 20200715J1B7841C000337 07150921FT03	30,000.00-
7/15	SHOPIFY CAPITAL RR3G3Z7R7 Andrew Chapin R7728106	115.49-
7/15	WCB Warehouse WCB Wareho BENJA INCORPORATED ST-D6Q8E9Y3S909	250.00-
7/15	GUSTO CND 063362 Benja Incorporated 6semjomjc6q	500.00-
7/16	Wire Transfer Debit CFOs2Go 121143260 0101150100 WESTERN ALLIANCE B 20200716MMQFMPUN000249 20200716L1LFB71C001608 07161536FT03	4,250.00-
7/16	CGUSABENJA TRANSFER ANDREW CHAPIN ST-U0F5Z7N1N4Q8	9.73-
7/16	SHOPIFY CAPITAL RNS6W7IBL Andrew Chapin R7738730	70.61-
7/17	CGUSABENJA TRANSFER ANDREW CHAPIN ST-S5N2F5B0R8U1	.37-
7/17	SHOPIFY CAPITAL RZ6DPYVYF Andrew Chapin R7749605	34.97-
7/20	SHOPIFY CAPITAL RBLUIHBSA Andrew Chapin R7760752	48.48-
7/21	SHOPIFY CAPITAL R7MEQNSVL Andrew Chapin R7771889	5.46-
7/21	SHOPIFY CAPITAL RQ7Y4LEKA Andrew Chapin	13.22-



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BUSINESS ANALYSIS

4766 (Continued)

CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
	R7792529	
7/21	SHOPIFY CAPITAL RCJSO5DIK Andrew Chapin R7782568	19.30-
7/21	SMOOTHOSTING LTD IAT PAYPAL ANDREW CHAPIN	110.00-
7/22	SHOPIFY CAPITAL RKMAVDNTR Andrew Chapin R7802761	20.79-
7/22	PAYPAL INST XFER ANDREW CHAPIN AIRBRUSHUNL	148.30-
7/24	VENMO PAYMENT ANDREW CHAPIN 3806386704	11.99-
7/24	SHOPIFY CAPITAL RZD7VLYFH Andrew Chapin R7824477	52.27-
7/24	WCB Warehouse WCB Wareho BENJA INCORPORATED ST-U7T5A5U5I9H4	250.00-
7/27	PAYPAL INST XFER ANDREW CHAPIN SPORTSKARDC EBA	16.26-
7/27	SHOPIFY CAPITAL RRRRH62HX Andrew Chapin R7835433	47.87-
7/28	SHOPIFY CAPITAL RKFDGNVL3 Andrew Chapin R7867135	6.37-
7/28	SHOPIFY CAPITAL R673UTSRW Andrew Chapin R7857229	12.83-
7/28	SHOPIFY CAPITAL RKSIS5ECF Andrew Chapin R7846553	13.55-
7/29	CGUSABENJA TRANSFER ANDREW CHAPIN ST-A2B3U307U3Z5	48.17-
7/30	GUSTO CND 142790 Benja Incorporated 6semjono4dl	50.00-
7/30	GUSTO CND 142790 Benja Incorporated 6semjono4eo	150.00-
7/30	GUSTO CND 142790 Benja Incorporated 6semjono4ef	200.00-



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BUSINESS ANALYSIS

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CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
7/30	GUSTO CND 142790 Benja Incorporated 6semjono4el	300.00-
7/30	GUSTO CND 142790 Benja Incorporated 6semjono4e3	400.00-
7/30	GUSTO CND 142790 Benja Incorporated 6semjono4dn	450.00-
7/30	GUSTO CND 142790 Benja Incorporated 6semjono4en	1,000.00-
7/30	GUSTO REM 142476 Benja Incorporated 6semjonpvv5	1,900.00-
7/30	GUSTO TAX 142477 Benja Incorporated 6semjonpvpo	7,717.25-
7/30	GUSTO NET 142475 Benja Incorporated 6semjonpvmu	19,476.98-
7/30	Overdraft Item Charge	105.00-

DAILY BALANCE SECTION					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
7/01	17,850.19-	7/02	18,010.98-	7/03	17,940.98-
7/06	17,974.45-	7/07	18,018.24-	7/08	17,951.84-
7/09	817.78-	7/10	1,899.35	7/13	9,633.51
7/14	8,540.15	7/15	4,845.15	7/16	1,864.81
7/17	1,829.47	7/20	2,554.59	7/21	2,869.32
7/22	3,123.03	7/23	3,188.86	7/24	3,131.68
7/27	3,765.73	7/28	4,070.58	7/29	4,022.41
7/30	27,669.76-	7/31	27,538.59-		

AGREEMENT AND CONSENT TO ELECTRONIC DELIVERY OF BANK STATEMENTS, NOTICES AND OTHER ACCOUNT DOCUMENTS

1. Welcome to Busey Bank's e-delivery service. Busey Bank's goal is to provide you with an easy and convenient way to receive electronically your periodic bank account statements ("Bank Statements"), notices and other account documents.

2. **Your consent:** For Busey Bank (the "Bank") to begin forwarding your Bank Statements and other account documents to you electronically, the Bank needs your consent. Your consent is given when you accept this Agreement and Consent to Electronic Delivery of Bank Statements and Other Account Documents (this "Agreement"). By agreeing to have these documents sent electronically, you also agree to notify the Bank immediately by telephone at the numbers set forth in this Agreement of any change in your email address or any errors or complications relating to your electronic receipt or access of your Bank Statements and other account documents. To the extent that you previously agreed to electronic delivery of your Bank Statements and other account documents, this Agreement hereby supersedes any prior agreement and your consent to electronic delivery remains in place unless you instruct the Bank otherwise within thirty (30) calendar days after receiving this Agreement by contacting the Bank at the phone number, email address or mailing address included below.

- **Statement delivery** - If you elect to receive your Bank Statements through electronic delivery, the Bank will no longer send you your Bank Statements through the mail.
- **Whether your consent applies only to a particular transaction or to categories of transactions** – Your consent will authorize the Bank to forward to you electronically your periodic Bank Statements, notices and other documents regarding your account(s), including but not limited to, Truth in Savings disclosures and other required disclosures and documents relating to your accounts.
- **The right to withdraw consent to have records provided electronically, including any consequences or fees associated with doing so** - To discontinue this electronic delivery service, you can log into the Busey online banking platform and navigate to the Documents section. Under the Sign Up/ Changes option you can elect to unenroll any accounts you wish to have paper delivery. It will take up to forty-five (45) days for the Bank to implement your request, and after such time you will no longer receive your Bank Statements, notices, disclosures, and other documents regarding your accounts electronically.
- **How the customer may obtain a paper copy of records upon request** – To obtain paper copies of a particular Bank Statement, notice or other account document contact the Bank at 1-800-672-8739. A fee per statement will be charged to your account. Please see Terms and Fees Disclosure for the fee amount.
- **Hardware and software requirements for access and retention of the electronic information** - The hardware and software requirements to enable you to receive and retain your Bank Statements, notices and other account documents electronically are discussed below in **The Bank's Requirements**.

3. **The Bank's Requirements:** First, the same terms apply with respect to electronically delivered Bank Statements, notices and other accounts documents as apply to those in paper form, and, except as set forth in **Your Consent** with respect to this Agreement, the account agreements and disclosures that you have previously entered into with or received from the Bank remain in effect.

Second, for you to be able to receive and view your documents effectively, you must use an Internet browser that supports 128-bit encryption. It is recommended that only certified/supported browsers be used to view Bank Statements. A list of supported browsers is available on the Bank's website at www.busey.com/personal/products-and-services/online---mobile/online-banking. To review your Bank Statements, you will need Adobe Acrobat Flash Player. This product is available for free at [http:// www.adobe.com](http://www.adobe.com).

You may print or download your eStatements to retain copies of them.

4. **Privacy:** The Bank's privacy policy (that has been previously provided to you) will apply to this service and the policy is incorporated into and made a part of this Agreement.

5. **Service Availability:** The Bank may change, suspend or eliminate all or any aspect of this delivery service upon notice to you.

online banking platform. To protect the security of your banking information, you must not disclose or share your Busey online banking password with any third party. In addition, your Bank Statements and notices will not be forwarded to you through email. Documents such as terms and conditions and similar disclosure agreements may be sent directly to you by email.

7. **NO WARRANTY FOR CONTINUOUS OR UNINTERRUPTED SERVICE:** BECAUSE OF THE UNPREDICTABILITY OF THE INTERNET, THE BANK DOES NOT GUARANTEE CONTINUOUS OR UNINTERRUPTED ACCESS TO YOUR BANK STATEMENTS THROUGH THE INTERNET.

8. **LIMIT OF LIABILITY:** YOU AGREE THAT IN NO EVENT WILL THE BANK OR THE BANK'S SUPPLIERS (OR ANY OF THE BANK'S OR ITS SUPPLIER'S SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS OR EMPLOYEES) BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE BANK'S SERVICE, EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY THAT SUCH DAMAGE WILL OCCUR. FURTHER YOU AGREE THAT NEITHER THE BANK NOR THE BANK'S SUPPLIERS (OR ANY OF THE BANK'S OR THE BANK'S SUPPLIER'S SHAREHOLDERS, MEMBERS, OFFICERS, DIRECTORS OR EMPLOYEES) WILL BE LIABLE FOR ANY TECHNICAL, HARDWARE OR SOFTWARE FAILURE OF ANY KIND, ANY INTERRUPTION IN THE AVAILABILITY OF THE BANK'S SERVICE, ANY DELAY IN OPERATION OR TRANSMISSION, ANY INCOMPLETE OR GARBLED TRANSMISSION, COMPUTER VIRUS, LOSS OF DATA, OR OTHER SIMILAR LOSS. TO THE EXTENT THE BANK MAY HAVE BREACHED ANY TERM OF THIS AGREEMENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO DISCONTINUE USE OF THIS SERVICE. YOU FURTHER AGREE THAT THE BANK'S LIABILITY TO YOU IN ANY CASE (WHETHER IN CONTRACT OR TORT) WILL NOT EXCEED AMOUNTS PAID TO THE BANK WITHIN THE LAST NINETY (90) DAYS (IF ANY) FOR THIS SERVICE.

9. **Notice:** If you want to send the Bank a notice in relation to this Agreement, you must send it by email or regular mail to the addresses listed below. The Bank may notify you by sending notice to your email address or by mailing you notice by U.S. mail to the most current mailing address that the Bank has for you. You agree that any notices sent by email will be deemed delivered and received 48 hours after being sent. You agree that any notices sent by U.S. mail as provided in this paragraph will be deemed delivered and received three days after the date of mailing.

10. **Arbitration:** To the extent that your account(s) is one not already governed by another arbitration provision with the Bank, you agree that at any claim or controversy relating to this Agreement will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. You agree that any claim or controversy you may have will be arbitrated on an individual basis and will not be consolidated in any arbitration with any claim or controversy of any other party. You agree that the arbitration will be conducted in the city in which the Bank's main office is located and that judgment on the arbitration award may be enforced by any court having proper jurisdiction.

11. **Governing Law:** You agree that this Agreement is governed by the laws of the State of Illinois, excluding any application of conflicts of laws rules or principals. You agree that the sole jurisdiction and venue for any litigation arising from your use of the Bank's service shall be an appropriate federal or state court located in Champaign County, Illinois.

12. Contact us:

- Phone: 1-800-672-8739 Option 2
Email: customersupport@busey.com
- Treasury Management Customers may contact us by phone at 1-800-749-7844 and by Email at treasurymanagement@busey.com
- Address: Attn: eStatements, Busey Bank, P.O. Box 17430, Urbana, IL 61803-9934.

TERMS AND CONDITIONS OF YOUR ACCOUNT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees which are incorporated herein by reference if they are not included in this document. If you have any questions, please call us. **This agreement requires that disputes be resolved in arbitration on an individual basis, rather than through jury trials or class actions. See section Dispute Resolution by Binding Arbitration below for details. If you do not wish to agree to arbitration, you must follow the rejection procedure set forth in the section Dispute Resolution by Binding Arbitration below.**

This agreement is subject to applicable federal laws, the laws of the state of the branch in which your account is located and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular. **In Florida, "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.**

Throughout this document, when a provision is identified as being applicable to a certain state (for example, "in Illinois"), it means that the provision is only applicable if your account is held at a branch located in that particular state. Any provision which is not described as applying to a particular state, applies to your account.

LIABILITY - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide

you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

WITHDRAWALS -

Generally - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. In addition, we may place limitations on the account until your identity is verified. Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify it as a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

Cash withdrawals - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

A temporary debit authorization hold affects your account balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase.

Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee

even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase. An item that has been returned and subsequently resubmitted for payment is considered a new item that may result in an additional NSF fee each time the item is returned for non-sufficient funds.

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts.

For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the check to examine the signatures on the item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of withdrawal - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit or demand deposit, or from any other savings account as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

In Illinois, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust or Pay-On-Death Account - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries of either of these account types cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of the owner(s) of the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either a Pay-On-Death or Revocable Trust account reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

In Florida, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Single-Party Account - Such an account is owned by one party.

Multiple-Party Account - Such an account is payable on request to one or more of two or more parties, whether or not a right of survivorship is mentioned.

Multiple-Party Account - Tenancy by the Entireties - The account is owned by two parties who are married to each other and hold the account as tenants by the entirety.

Rights At Death- Single-Party Account - At the death of a party, ownership passes as part of the party's estate.

Multiple-Party Account With Right of Survivorship - At death of party, ownership passes to the surviving party or parties.

Multiple-Party Account Without Right of Survivorship - At death of party, deceased party's ownership passes as part of deceased party's estate.

Single-Party Account With Pay-on-Death Designation - At death of the party, ownership passes to the designated pay-on-death beneficiaries and is not part of the party's estate.

Multiple-Party Account With Right of Survivorship and Pay-on-Death Designation - At death of last surviving party, ownership passes to the designated pay-on-death beneficiaries and is not part of the last surviving party's estate.

In Indiana, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust Account/In Trust For (pursuant to the Multiple Party Account statutes in Indiana Code ch. 32-17-11 et. seq.) - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Pay-on-Death Account with LDPS (pursuant to the Transfer on Death Property Act statutes in Indiana Code ch. 32-17-14 et. seq.) - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless all persons creating the account die. If a named beneficiary does not survive all persons that created the account, that beneficiary's right to a transfer on death transfer belongs to that beneficiary's lineal descendants per stirpes (LDPS) who survive all persons that created the account. LDPS means that group of people that are the lineal descendants of a beneficiary who will take, in place of the beneficiary they have survived, the beneficiary's share as determined under Indiana law. In order for a lineal descendant to take in place of a beneficiary, the lineal descendant must survive the death of that beneficiary. The person(s) creating this account type may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Pay-on-Death Account No LDPS (pursuant to the Transfer on Death Property Act statutes in Indiana Code ch. 32-17-14 et. seq.) - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares unless otherwise designated in writing, without right of survivorship. The person(s) creating this account type may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Additional Transfer on Death Property Act Rules - If there are multiple primary beneficiaries and a primary beneficiary does not survive all persons creating the account and does not have a substitute under the LDPS rules, the share of the nonsurviving primary beneficiary is allocated among the surviving primary beneficiaries in the proportion that their shares bear to each other. If there are no surviving primary beneficiaries and there are no substitutes for the nonsurviving primary beneficiaries under the LDPS rules, the property belongs to the surviving contingent beneficiaries in equal shares or according to the percentages or fractional shares stated in the designation. If there are multiple contingent beneficiaries and a contingent beneficiary does not survive all persons creating the account and does not have a substitute under the LDPS rules, the share of the nonsurviving contingent beneficiary is allocated among the surviving contingent beneficiaries in the proportion that their shares bear to each other. If no beneficiary survives all persons creating the account, the property belongs to the estate of the owner unless directed to a substitute beneficiary under the LDPS rules.

In Missouri, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As A Tenancy By The Entirety Or As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - As Tenants In Common Without Survivorship (And Not As A Tenancy By The Entirety) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Husband And Wife As A Tenancy By The Entirety - is an account in the name of two persons who are husband and wife as tenants by the entirety.

Revocable Trust or Pay-On-Death Account (not subject to the Nonprobate Transfers Law of Missouri) - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Registration in Beneficiary Form - LDPS means a class of unnamed persons who are the lineal descendants per stirpes of a beneficiary and who are to take upon surviving, in place of and with the same priority as the named individual for whom they are indicated as substitutes.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

In Illinois and Missouri, STOP PAYMENTS - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

In Florida, STOP PAYMENTS - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules. We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law, it must be made in a signed and dated writing, and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

In Indiana, STOP PAYMENTS - Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item,

and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months if it is given to us in writing or by another type of record (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood - you can ask us what type of stop-payment records you can give us). Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if it is not confirmed in writing or by another type of record within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account are described elsewhere.

AMENDMENTS AND TERMINATION - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your duty to report other errors or problems - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors relating to electronic fund transfers or substitute checks - For information on errors relating to electronic fund transfers (e.g., on-line, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a

substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

DIRECT DEPOSITS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

SETOFF - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

In Illinois, Indiana and Missouri, AUTHORIZED SIGNER (Individual Accounts only) - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

In Florida, CONVENIENCE ACCOUNT AGENT (Single-Party Accounts only) - A convenience account, as defined by Florida law, means a deposit account other than a certificate of deposit, in the name of one individual, in which one or more individuals have been designated as agent with the right to make deposits to and withdraw funds from or draw checks on such account on the owner's behalf. A single individual is the owner, and the agent is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the agent may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of a convenience account agent.

RESTRICTIVE LEGENDS OR INDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

FACSIMILE SIGNATURES - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that

are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

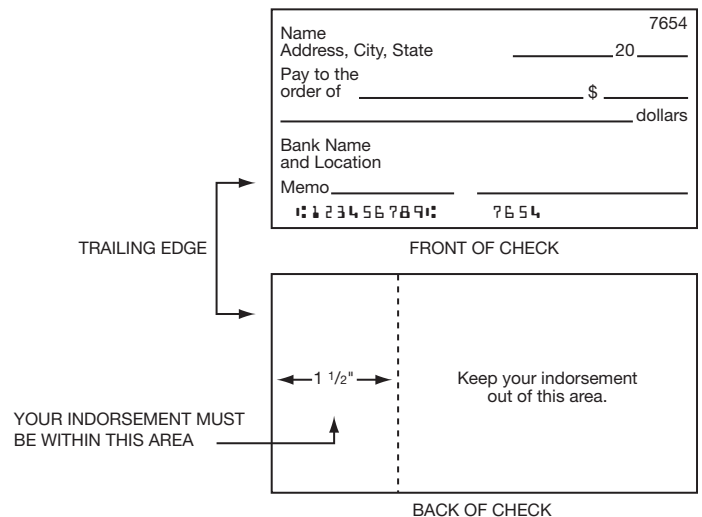
CHECK PROCESSING - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

INDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an

account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

CREDIT VERIFICATION - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

ACCOUNT SECURITY -

Duty to protect account information and methods of access - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Positive pay and other fraud prevention services - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

TELEPHONIC INSTRUCTIONS - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

CLAIM OF LOSS - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

WAIVER OF NOTICES - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

REMOTELY CREATED CHECKS - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable

authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

UNLAWFUL INTERNET GAMBLING NOTICE - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

DISPUTE RESOLUTION BY BINDING ARBITRATION -

Claims Subject to Arbitration: Unless you opt out of this arbitration provision in accordance with the procedure set forth below, you and we agree that any dispute or claim between us, except for claims arising from bodily injury or death, must be arbitrated if either party elects arbitration of that dispute or claim. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, fraud, misrepresentation or any other statutory or common-law legal theory;
- claims that arose before this or any prior agreement (including, but not limited to, claims relating to advertising or disclosures);
- claims for mental or emotional distress or injury not arising out of bodily injury;
- claims asserted in a court of general jurisdiction against you or us, including counterclaims, cross-claims, or third-party claim, that you or we elect to arbitrate;
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this agreement.

References to "you," and "us" in this arbitration provision include our respective parents, subsidiaries, affiliates, predecessors, successors, and assigns; our and those entities' agents and employees; and all authorized or unauthorized users or beneficiaries of your account, as well as your heirs, trustees, or other representatives. However, either party may elect arbitration of an action in small claims court seeking only individualized relief, so long as the action remains in that court and is not removed to a court of general jurisdiction. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. Nor does this arbitration agreement preclude either you or we from exercising self-help remedies (including setoff), and exercising such a remedy is not a waiver of the right to invoke arbitration of any dispute. **You and we each waive the right to a trial by jury or to participate in a class action whenever either you or we elect arbitration.** This agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this agreement.

Pre-Arbitration Notice of Disputes: Before either you or we commence arbitration, the claimant must first send to the other a written Notice of Dispute ("Notice"). The Notice to us must be sent by certified mail to: General Counsel, Busey Bank, 100 West University Avenue, Champaign, Illinois 61820 ("Notice Address"). The Notice to you will be sent to your address on file with your account. The Notice must (i) include your name and account number; (ii) describe the nature and basis of the claim or dispute; and (iii) set forth the specific relief sought.

If you and we do not reach an agreement to resolve the claim within 30 calendar days after the Notice is received, you or we may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you are entitled. If you have complied with the requirements of this paragraph and the arbitrator awards you an amount of money that exceeds the value of our last written settlement to you before the appointment of the arbitrator, then we will pay you \$500 in lieu of any smaller award.

In determining whether you are entitled to the minimum \$500 recovery, the arbitrator shall not consider amounts offered or awarded for attorneys' fees or costs. Any disputes as to recovery of the \$500 minimum recovery shall be resolved by the arbitrator, and must be raised within 14 calendar days of the arbitrator's ruling on the merits.

Arbitration Procedure: The arbitration will be governed by the Consumer Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by this arbitration provision, and will be administered by the AAA. (If the AAA is unavailable, another arbitration provider shall be selected by the parties or by the court.) The AAA Rules are available online at www.adr.org or by writing to the Notice Address. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision or whether a dispute can or must be brought in arbitration are for the court to decide. The arbitrator may consider but shall not be bound by rulings in other arbitrations involving different customers. Unless you and we agree otherwise, any arbitration hearings will take place in the county of

your address on file with your account. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. Except as provided below, the arbitrator can award the same damages and relief that a court can award under applicable law.

Arbitration Fees: If you complied with the notice requirements above, after we receive notice at the Notice Address that you have commenced arbitration, we will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than \$10,000 in value. (The filing fee currently is \$200 but is subject to change by the arbitration provider. If you are unable to pay this fee, we will pay it directly upon receiving a written request at the Notice Address.) We also will pay all other AAA filing, administration, and arbitrator fees for that arbitration. If, however, the arbitrator finds that either the substance of your claim or the relief you seek is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse us for all monies previously disbursed that are otherwise your obligation to pay under the AAA Rules. In addition, if you initiate an arbitration in which you seek relief valued at greater than \$10,000 (either to you or to us), the payment of these fees will be governed by the AAA rules. We will pay all AAA filing, administration, and arbitrator fees for any arbitration we commence against you.

Requirement of Individual Arbitration: The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.** Further, unless both you and we agree otherwise, the arbitrator may not consolidate the claims of more than one person (except for the claims of co- or joint account owners pertaining to that account), and may not otherwise preside over any form of a representative, class, or private attorney general proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized declaratory or injunctive relief; class, representative, and private attorney general claims; and consolidation is found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief), then that claim or request for relief shall be severed and decided by a court, and all other claims and requests for relief shall be arbitrated.

Future Changes to Arbitration Provision: Notwithstanding any provision in this agreement to the contrary, we agree that if we make any future change to this arbitration provision (other than a change to the Notice Address), you may reject that change by sending us written notice within 30 calendar days of the change to the Notice Address provided above. By rejecting that future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this arbitration provision, as amended by any prior changes that you did not timely reject.

Right to Reject Arbitration Provision: If you do not wish to arbitrate, you have 30 calendar days to reject this arbitration provision by sending a rejection notice to the Notice Address above by certified mail ("Rejection Notice"). To be valid, a Rejection Notice must: (i) include your name, account number, and a statement that you are rejecting the arbitration provision in this agreement; and (ii) be received by us within 30 calendar days after the opening of your account or, if an arbitration provision has been added for the first time to this agreement for an existing account, within 30 calendar days after you received notice of the change in terms. If your Rejection Notice complies with these requirements, this arbitration provision will not apply to you with respect to any claims that you or we commence in litigation or arbitration after we receive your Rejection Notice. Rejecting this arbitration provision will not affect your other rights or responsibilities under this agreement. Nor will it affect any other arbitration agreements between us.

Military Lending Act: If you are a covered member of the armed forces or the dependent of a covered member within the meaning of the Military Lending Act and your contract with us involves an extension of consumer credit under that Act, then you are not required to arbitrate disputes.



100 W University Ave
Champaign IL 61820

13548701
BENJA INC
845 MARKET ST 450A
SAN FRANCISCO CA 94117

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CHECKING ACCOUNT SUMMARY & DETAIL

BUSINESS ANALYSIS		Number of Enclosures	3
Account Number	4766	Statement Dates	6/01/20 thru 6/30/20
Previous Balance	3,016.22	Days in the statement period	30
29 Deposits/Credits	1,845,252.06	Average Ledger	13,684.01
87 Checks/Debits	1,866,251.82	Average Collected	13,684.01
Service Charge	.00		
Interest Paid	.00		
Ending Balance	17,983.54-		

	Total For This Period	Total Year-to-Date
Overdraft Item Fees	\$70.00	\$875.00
Returned Item Fees	\$.00	\$35.00

DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
6/01	Wire Transfer Credit BODIL ARLANDER REVOCABLE TRUST 1/2008 CHECKING 32 LAGOON ROAD BELVEDERE CA 94920-2319 RBC CAPITAL MARKETS CORPORATIO 60 SOUTH SIXTH STREET MINNEAPOLIS,MN,55402 REF: BODIL ARLANDER 20200601MMQFMP31005470 20200601MMQFMPUN000383 06011648FT03	25,000.00
6/01	guideline 401(k) AMTS:55,2 BENJA INCORPORATED ST-M4K1G9Z7F8O6	.02
6/01	guideline 401(k) AMTS:55,2 BENJA INCORPORATED ST-S8L8M8O8Z2U2	.55
6/01	CGUSABENJA TRANSFER ANDREW CHAPIN ST-K2H1D2D3Z4C3	108.78
6/02	CGUSABENJA TRANSFER ANDREW CHAPIN	664.26
6/03	CGUSABENJA TRANSFER ANDREW CHAPIN	76.97



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BUSINESS ANALYSIS

4766 (Continued)

DEPOSITS AND OTHER CREDITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
	ST-Q8S5P6Q4C6F6	
6/03	Advance to ***4766	500,000.00
	Advance from ***0865	
6/04	CGUSABENJA TRANSFER	282.74
	ANDREW CHAPIN	
	ST-G2Y2T0C4B9E4	
6/05	Wire Transfer Credit	1,000,000.00
	E-REVSHARE CORE, LLC	
	C O THE SCION GROUP	
	223 WALL ST	
	HUNTINGTON, NY 11743-2060	
	INVESTMENT	
	20200605I1B7032R016138	
	20200605MMQFMPUN000325	
	06051637FT03	
6/05	CGUSABENJA TRANSFER	97.10
	ANDREW CHAPIN	
	ST-T1K4A7I0R6G6	
6/08	CGUSABENJA TRANSFER	332.83
	ANDREW CHAPIN	
	ST-L2V7O9W2I8V6	
6/09	CGUSABENJA TRANSFER	829.82
	ANDREW CHAPIN	
	ST-C3R6E7K9C3Y3	
6/09	to dda 500764766	55,000.00
	from loan 6706744910865	
6/09	to dda 500764766	250,000.00
	from loan 6706744910865	
6/10	CGUSABENJA TRANSFER	426.32
	ANDREW CHAPIN	
	ST-H9Z3G9S9M4S9	
6/10	Benja - Affordab Benja - Af	5,000.00
	ANDREW CHAPIN	
	ST-N6W5P7N1Y3E9	
6/11	CGUSABENJA TRANSFER	411.46
	ANDREW CHAPIN	
	ST-Z5X2Z6W2U1Y6	
6/12	CGUSABENJA TRANSFER	228.30
	ANDREW CHAPIN	
	ST-Z7K6E3A3P7S4	
6/15	CGUSABENJA TRANSFER	197.32
	ANDREW CHAPIN	
	ST-Y1X2H3Z3Y9H2	
6/16	CGUSABENJA TRANSFER	757.74
	ANDREW CHAPIN	
	ST-W9T6M3R7O2A4	
6/17	CGUSABENJA TRANSFER	145.40
	ANDREW CHAPIN	



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BUSINESS ANALYSIS

4766 (Continued)

DEPOSITS AND OTHER CREDITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
	ST-H4H5J5Y4K9J5	
6/18	CGUSABENJA TRANSFER	129.36
	ANDREW CHAPIN	
	ST-G1V5N7S2J2F6	
6/19	CGUSABENJA TRANSFER	194.56
	ANDREW CHAPIN	
	ST-W9N7W8M5B4P5	
6/19	Benja - Affordab Benja	1,750.00
	ANDREW CHAPIN	
	ST-V5I2L8J2G1H5	
6/22	CGUSABENJA TRANSFER	43.12
	ANDREW CHAPIN	
	ST-H6I1G9M0O4Q4	
6/23	CGUSABENJA TRANSFER	306.70
	ANDREW CHAPIN	
	ST-L2C8I8C0I5V0	
6/25	CGUSABENJA TRANSFER	71.10
	ANDREW CHAPIN	
	ST-C0L7X0P2U1R4	
6/30	CGUSABENJA TRANSFER	97.61
	ANDREW CHAPIN	
	ST-E6W6L6R4Q0W3	
6/30	Benja - Affordab Benja - Af	3,100.00
	ANDREW CHAPIN	
	ST-O4X7O4I3O2E3	

CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
6/01	PAYPAL INST XFER	12.17-
	ANDREW CHAPIN	
	KENLESKO EBAY K	
6/01	SHOPIFY CAPITAL R6ZIQCV35	19.31-
	Andrew Chapin	
	R7255254	
6/01	SHOPIFY CAPITAL R4NB32JCY	28.08-
	Andrew Chapin	
	R7253817	
6/02	Wire Transfer Debit	10,500.00-
	Andrew Chapin Benja	
	322271627	
	555475257	
	JPMORGAN CHASE BAN	
	20200602MMQFMPUN000317	
	20200602B1QGC01R056571	
	06021535FT03	
6/02	SHOPIFY CAPITAL RB6OVINIV	1.57-
	Andrew Chapin	



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BUSINESS ANALYSIS

4766 (Continued)

CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
	R7285160	
6/02	SHOPIFY CAPITAL RPE6WKHNB Andrew Chapin R7274537	9.10-
6/02	SHOPIFY CAPITAL RSS2FHH44 Andrew Chapin R7283929	9.49-
6/02	SHOPIFY CAPITAL RL4ULHEHY Andrew Chapin R7264462	18.90-
6/02	SHOPIFY CAPITAL R4KWI3ACS Andrew Chapin R7265957	49.09-
6/02	SHOPIFY CAPITAL R2ICUNGUO Andrew Chapin R7275952	66.57-
6/02	GUSTO FEE 787806 Benja Incorporated 6semjoigajn	117.00-
6/03	Wire Transfer Debit Koosh Media 321370765 8103786531 AMERICAN SAVINGS B 20200603MMQFMPUN000255 20200603GMQFMP01016423 06031424FT03	10,000.00-
6/03	Wire Transfer Debit Sean C Fleming Rev Trust 5/1/0 026007993 101-WA-258641-000 UBS AG 20200603MMQFMPUN000259 20200603B1Q8052R000571 06031425FT03	12,500.00-
6/03	Wire Transfer Debit Murphy Hoffman Company 101000695 9872224221 UMB BANK, N.A. 20200603MMQFMPUN000256 20200603J1B7841C001027 06031425FT03	102,018.25-
6/03	Wire Transfer Debit Murphy Hoffman Company 101000695 9872224221	380,281.86-



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BUSINESS ANALYSIS

4766 (Continued)

CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
	UMB BANK, N.A. 20200603MMQFMPUN000257 20200603J1B7841C001028 06031425FT03	
6/03	SHOPIFY CAPITAL RXME4RTD4 Andrew Chapin R7294951	13.66-
6/03	SHOPIFY CAPITAL RKZA6PX3L Andrew Chapin R7293612	27.87-
6/04	Wire Transfer Debit Internet Escrow Services Inc 021000089 31044399 CITIBANK, N.A. Reference Escrow Transaction # 20200604MMQFMPUN000089 20200604B1Q8021R020404 06041255FT03	11,930.05-
6/04	SHOPIFY CAPITAL RDSPHCV7P Andrew Chapin R7303701	46.97-
6/04	SHOPIFY CAPITAL RJV5CT52P Andrew Chapin R7305135	49.93-
6/04	WCB Warehouse WCB Wareho BENJA INCORPORATED ST-E5M7M7L3F9M3	250.00-
6/05	Wire Transfer Debit Murphy Hoffman Company 101000695 9872224221 UMB BANK, N.A. Benja - INV-0517 20200605MMQFMPUN000516 20200605J1B7841C001639 06051701FT03	212,473.85-
6/05	Wire Transfer Debit Murphy Hoffman Company 101000695 9872224221 UMB BANK, N.A. 20200605MMQFMPUN000514 20200605J1B7841C001637 06051701FT03	324,805.50-
6/05	Wire Transfer Debit Murphy Hoffman Company	462,183.93-



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CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
	101000695 9872224221 UMB BANK, N.A. Benja - INV-0482 20200605MMQFMPUN000515 20200605J1B7841C001638 06051701FT03	
6/05	guideline 401(k) AMTS:55,2 BENJA INCORPORATED ST-O4T6P6U4R8T9	.57-
6/05	SHOPIFY CAPITAL R4V2USQ7I Andrew Chapin R7315494	17.16-
6/05	SHOPIFY CAPITAL R3D6VY2FQ Andrew Chapin R7313981	84.45-
6/08	SHOPIFY CAPITAL RHP7JZL55 Andrew Chapin R7324605	8.19-
6/08	SHOPIFY CAPITAL RDBJQBSYN Andrew Chapin R7326147	58.47-
6/08	PAYPAL INST XFER ANDREW CHAPIN BILLCORMALI	800.00-
6/09	Wire Transfer Debit Murphy Hoffman Company 101000695 9872224221 UMB BANK, N.A. 20200609MMQFMPUN000235 20200609J1B7841C001024 06091422FT03	255,000.00-
6/09	SHOPIFY CAPITAL RG5EHLNQD Andrew Chapin R7345473	16.97-
6/09	SHOPIFY CAPITAL RJSRMF5PG Andrew Chapin R7354960	18.30-
6/09	SHOPIFY CAPITAL RSNI7UTCG Andrew Chapin R7336816	19.87-
6/09	SHOPIFY CAPITAL RFJGP4WVH Andrew Chapin R7335272	34.45-
6/09	SHOPIFY CAPITAL RBVTDSQSZ Andrew Chapin R7346921	49.67-



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CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
6/09	SHOPIFY CAPITAL RVVZIO26E Andrew Chapin R7356268	76.87-
6/10	SHOPIFY CAPITAL R6WGLTEEX Andrew Chapin R7366323	75.21-
6/10	PAYPAL INST XFER ANDREW CHAPIN MARTIJNKLEI EBA	89.38-
6/10	SHOPIFY CAPITAL R7RUIEYUD Andrew Chapin R7368361	423.13-
6/10	APPLECARD GSBANK PAYMENT Andrew Chapin 1749626	3,158.95-
6/10	AMEX EPAYMENT ACH PMT Andrew Chapin W4750	6,500.00-
6/10	CHASE CREDIT CRD EPAY ANDREW J CHAPIN 4726092077	8,900.00-
6/11	SHOPIFY CAPITAL RHQMK6SKP Andrew Chapin R7375301	20.33-
6/12	SHOPIFY CAPITAL RVXTYS45D Andrew Chapin R7385992	35.11-
6/15	SHOPIFY CAPITAL RRPIKU2MQ Andrew Chapin R7396746	26.78-
6/15	VZ WIRELESS VE VZW WEBPAY ANDREW *CHAPIN 9840064	534.64-
6/15	LIN XIAO LI IAT PAYPAL ANDREW CHAPIN	2,068.99-
6/15	TO LN 6706744910865 FROM DDA 500764766	11,086.50-
6/16	Account Analysis Charge	194.05-
6/16	SHOPIFY CAPITAL RUMPYX7IM Andrew Chapin R7427659	18.04-
6/16	SHOPIFY CAPITAL RVVJOZWJY Andrew Chapin R7417958	29.82-
6/16	SHOPIFY CAPITAL RTZ3YKSKS Andrew Chapin R7407639	47.88-
6/17	Wire Transfer Debit UMB Capital Finance	20,000.00-



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CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
	101000695 9872215826 UMB BANK, N.A. 20200617MMQFMPUN000112	
6/17	SHOPIFY CAPITAL RTWRPSWHM Andrew Chapin R7437780	16.15-
6/17	WCB Warehouse WCB Wareho BENJA INCORPORATED ST-V8Z6L0G5P3B7	250.00-
6/18	SHOPIFY CAPITAL RWZ40TAAP Andrew Chapin R7448357	26.18-
6/18	PAYPAL INST XFER ANDREW CHAPIN BILLCORMALI	125.00-
6/19	SHOPIFY CAPITAL RA7RUYS64 Andrew Chapin R7459079	83.99-
6/19	WCB Warehouse WCB Wareho BENJA INCORPORATED ST-G4M5Y6R6V0W3	582.90-
6/19	WCB Warehouse WCB Wareho BENJA INCORPORATED ST-O9V6E4G8M5K6	619.54-
6/22	GUSTO CND 884331 Benja Incorporated 6semjok9c2t	50.00-
6/22	SHOPIFY CAPITAL RQGWLUSYN Andrew Chapin R7469780	78.74-
6/23	SHOPIFY CAPITAL R603DPXFV Andrew Chapin R7500512	18.20-
6/23	SHOPIFY CAPITAL R6RSELDZV Andrew Chapin R7480652	35.48-
6/23	SHOPIFY CAPITAL REYVUKJYU Andrew Chapin R7491037	65.86-
6/23	WCB Warehouse WCB Wareho BENJA INCORPORATED ST-F5M6Z2V6B2T2	250.00-
6/24	SHOPIFY CAPITAL RK3VP5ASX Andrew Chapin R7510126	40.95-
6/25	SHOPIFY CAPITAL RL36ANLSC Andrew Chapin	9.10-



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CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
	R7520344	
6/25	VENMO PAYMENT ANDREW CHAPIN 3666252200	1,490.00-
6/26	CGUSABENJA TRANSFER ANDREW CHAPIN ST-S4T4K5G1T7E7	15.42-
6/26	SHOPIFY CAPITAL RFZJYVCBI Andrew Chapin R7530750	26.09-
6/29	SHOPIFY CAPITAL RS34R7QXL Andrew Chapin R7541406	59.83-
6/30	SHOPIFY CAPITAL RH3AOPWHV Andrew Chapin R7562436	31.64-
6/30	GUSTO CND 944380 Benja Incorporated 6semjoll1dok	50.00-
6/30	SHOPIFY CAPITAL RPUVPV445 Andrew Chapin R7552116	53.31-
6/30	SHOPIFY CAPITAL RTP7D627W Andrew Chapin R7571971	55.76-
6/30	GUSTO CND 944380 Benja Incorporated 6semjoll1do6	100.00-
6/30	GUSTO CND 944380 Benja Incorporated 6semjoll1dpi	750.00-
6/30	GUSTO CND 944380 Benja Incorporated 6semjoll1dp3	800.00-
6/30	GUSTO REM 944386 Benja Incorporated 6semjoll1dms	1,490.00-
6/30	GUSTO TAX 944394 Benja Incorporated 6semjoll1dlg	5,814.16-
6/30	GUSTO NET 944385 Benja Incorporated 6semjoll1dk7	16,201.78-
6/30	Overdraft Item Charge	70.00-



100 W University Ave
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Date 6/30/20
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BUSINESS ANALYSIS

4766 (Continued)

CHECKS IN SERIAL NUMBER ORDER

DATE	CHECK NO	AMOUNT	DATE	CHECK NO	AMOUNT
6/16	5006	67.57	6/10	5007	107.24
6/12	5013*	10.00			

*Indicates break in check number sequence

DAILY BALANCE SECTION

DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
6/01	28,066.01	6/02	17,958.55	6/03	13,193.88
6/04	1,199.67	6/05	1,731.31	6/08	1,197.48
6/09	51,811.17	6/10	37,983.58	6/11	38,374.71
6/12	38,557.90	6/15	25,038.31	6/16	25,438.69
6/17	5,317.94	6/18	5,296.12	6/19	5,954.25
6/22	5,868.63	6/23	5,805.79	6/24	5,764.84
6/25	4,336.84	6/26	4,295.33	6/29	4,235.50
6/30	17,983.54-				

Primary Account: 4766

Benja Incorporated 845 Market Street, 450A San Francisco, CA 94103		05/12/2020	5006
Pay to the Order of: <u>Chela Promete</u> sixty seven dollars and fifty seven cents		67.57	USD
Notes: AJ-532504	Bursy Bank 12300 Olive Blvd. Creve Coeur, MO 63141	VOID 90 DAYS AFTER ISSUE	
⑈005006⑈ ⑆071102568⑆		4766⑈	

Check 5006 Amount \$67.57 Date 6/16/2020

Benja Incorporated 845 Market Street, 450A San Francisco, CA 94103		05/12/2020	5007
Pay to the Order of: <u>Kashah Williams</u> one hundred seven dollars and twenty four cents		107.24	USD
Notes: AJ-532515	Bursy Bank 12300 Olive Blvd. Creve Coeur, MO 63141	VOID 90 DAYS AFTER ISSUE	
⑈005007⑈ ⑆071102568⑆		4766⑈	

Check 5007 Amount \$107.24 Date 6/10/2020

Benja Incorporated 845 Market Street, 450A San Francisco, CA 94103		05/12/2020	5013
Pay to the Order of: <u>DO HYERS</u> ten dollars and zero cents		10.00	USD
Notes: AJ-532509	Bursy Bank 12300 Olive Blvd. Creve Coeur, MO 63141	VOID 90 DAYS AFTER ISSUE	
⑈005013⑈ ⑆071102568⑆		4766⑈	

Check 5013 Amount \$10.00 Date 6/12/2020



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12344742

BENJA INC
845 MARKET ST 450A
SAN FRANCISCO CA 94117

Date 5/29/20
Primary Account

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CHECKING ACCOUNT SUMMARY & DETAIL

BUSINESS ANALYSIS		Number of Enclosures	6
Account Number	4766	Statement Dates	5/01/20 thru 5/31/20
Previous Balance	195,406.71	Days in the statement period	31
24 Deposits/Credits	965,024.70	Average Ledger	68,384.33
91 Checks/Debits	1,157,415.19	Average Collected	68,384.33
Service Charge	.00		
Interest Paid	.00		
Ending Balance	3,016.22		

	Total For This Period	Total Year-to-Date
Overdraft Item Fees	\$.00	\$805.00
Returned Item Fees	\$.00	\$35.00

DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
5/01	CGUSABENJA TRANSFER ANDREW CHAPIN ST-U9D7A0P0R4R1	31.91
5/05	CGUSABENJA TRANSFER ANDREW CHAPIN ST-V7H3O5J9P0Q5	77.42
5/06	RAINY DAY PRINTI ACH Benja Incorporated	.06
5/06	RAINY DAY PRINTI ACH Benja Incorporated	.08
5/06	CGUSABENJA TRANSFER ANDREW CHAPIN ST-Y9X1D0C8J7Y3	6.73
5/08	CGUSABENJA TRANSFER ANDREW CHAPIN ST-E5W6V4A3F1J1	32.74
5/11	CGUSABENJA TRANSFER ANDREW CHAPIN ST-Y0X3C6L2W7T7	82.34
5/12	CGUSABENJA TRANSFER ANDREW CHAPIN ST-R1L7U8Z0N5I6	209.70
5/13	CGUSABENJA TRANSFER ANDREW CHAPIN ST-W0F3M5J4E4O2	10.90



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BUSINESS ANALYSIS

4766 (Continued)

DEPOSITS AND OTHER CREDITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
5/14	CGUSABENJA TRANSFER ANDREW CHAPIN ST-V1Z6M5L6X1Z0	144.29
5/15	CGUSABENJA TRANSFER ANDREW CHAPIN ST-Y1Q2P7N4D9H1	31.78
5/18	CGUSABENJA TRANSFER ANDREW CHAPIN ST-Q1T2X1F3J2Y8	99.72
5/19	CGUSABENJA TRANSFER ANDREW CHAPIN ST-E2D7C1S8I4K8	426.26
5/20	CGUSABENJA TRANSFER ANDREW CHAPIN ST-B4N2Q2A7E8A6	84.03
5/21	Benja - Affordab Benja - Af ANDREW CHAPIN ST-W9C2J8N3K8T5	3,000.00
5/22	CGUSABENJA TRANSFER ANDREW CHAPIN ST-V4V8F2Q9U4U4	208.25
5/26	CGUSABENJA TRANSFER ANDREW CHAPIN ST-O9B9J8R0G3I1	97.88
5/26	SBAD TREAS 310 MISC PAY Benja Incorporated 166317780073000 RMT*CT*1663177800 200 12668 F8 041*****\	149,900.00
5/27	Wire Transfer Credit MHC FINANCIAL SERVICES INC DBA 11120 TOMAHAWK CREEK PKWY SUIT LEAWOOD, KS 662112695 FACTORING PURCHASE MHC FINANCIAL SERVICES 20200527J1B7841C001627 20200527MMQFMPUN000319 05271651FT03	268,872.52
5/27	CGUSABENJA TRANSFER ANDREW CHAPIN ST-M1C3I9M8R6O5	303.27
5/27	MHC FIN SERVICES CHKNAM Benja Incorporated 56762	540,572.25
5/28	CGUSABENJA TRANSFER ANDREW CHAPIN ST-C3D0Q4V5J9X7	175.75
5/28	AMZN4F5DE52Z Marketplac Benja Incorporated	340.64



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BUSINESS ANALYSIS

4766 (Continued)

DEPOSITS AND OTHER CREDITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
5/29	55Y0Z0MOS2NZMJY CGUSABENJA TRANSFER ANDREW CHAPIN ST-Z9W7T5R8O4D6	263.26

CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
5/01	Wire Transfer Debit Andrew Chapin 322271627 555475257 JPMORGAN CHASE BAN 20200501MMQFMPUN000254 20200501B1QGC01R056608 05011340FT03	144,000.00-
5/01	SHOPIFY CAPITAL RRM6N5WYM Andrew Chapin R6962604	5.64-
5/01	SHOPIFY CAPITAL RIVLYGTYZ Andrew Chapin R6961211	21.55-
5/04	Wire Transfer Debit Rainy Day Printing 102000021 103683925111 US BANK, NA 20200504MMQFMPUN000429 20200504J1Q5040C001340 05041706FT03	200.00-
5/04	SHOPIFY CAPITAL RR6UA2ZSL Andrew Chapin R6971590	16.82-
5/04	PAYPAL INST XFER ANDREW CHAPIN BESTAUTHENT EBA	113.42-
5/04	GUSTO FEE 629057 Benja Incorporated 6semjog3emg	141.00-
5/04	GUSTO REM 630913 Benja Incorporated 6semjog5pbv	237.50-
5/05	Wire Transfer Debit CFOS 2GO STAFFING 121143260 0101150100	2,500.00-



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BUSINESS ANALYSIS

4766 (Continued)

CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
	WESTERN ALLIANCE B 20200505MMQFMPUN000395 20200505L1LFB71C001847 05051725FT03	
5/05	SHOPIFY CAPITAL RWRDKDZYD Andrew Chapin R6993344	2.50-
5/05	SHOPIFY CAPITAL RVWB5SBNW Andrew Chapin R6983473	11.21-
5/05	SHOPIFY CAPITAL RKRDUT63D Andrew Chapin R6991951	18.20-
5/05	SHOPIFY CAPITAL ROSGNXS4 Andrew Chapin R7001455	33.97-
5/05	SHOPIFY CAPITAL R6FPVKKMY Andrew Chapin R6981979	44.52-
5/05	PAYMENTECH FEE AffordableJerseys 6470807	56.27-
5/06	SHOPIFY CAPITAL RYSAUIT50 Andrew Chapin R7012844	1.23-
5/06	GUSTO CND 636917 Benja Incorporated 6semjogc0kp	250.00-
5/07	PAYPAL INST XFER ANDREW CHAPIN SAYIT86 EBAY SA	2.16-
5/07	SHOPIFY CAPITAL RC5Q5D742 Andrew Chapin R7021722	7.28-
5/08	SHOPIFY CAPITAL ROUB53ATT Andrew Chapin R7033526	5.84-
5/08	SHOPIFY CAPITAL REMTFR5ZK Andrew Chapin R7032077	42.22-
5/11	SHOPIFY CAPITAL RC6AKSNGA Andrew Chapin R7042453	8.54-
5/11	SHOPIFY CAPITAL RWCX25WNO Andrew Chapin R7043877	14.57-
5/11	APPLECARD GSBANK PAYMENT Andrew Chapin	1,134.01-



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BUSINESS ANALYSIS

4766 (Continued)

CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
	1749626	
5/12	SHOPIFY CAPITAL RTZT5QBJG Andrew Chapin R7073189	8.80-
5/12	SHOPIFY CAPITAL RT6JGRWDR Andrew Chapin R7071994	10.18-
5/12	SHOPIFY CAPITAL RV2BIHFYR Andrew Chapin R7064179	28.23-
5/12	SHOPIFY CAPITAL RMJN567IH Andrew Chapin R7062811	36.85-
5/13	SHOPIFY CAPITAL RSDJZGG6S Andrew Chapin R7082765	11.28-
5/13	SHOPIFY CAPITAL R2UPXEWI5 Andrew Chapin R7081465	18.95-
5/14	SHOPIFY CAPITAL R5YLV7CLO Andrew Chapin R7091509	9.16-
5/14	SHOPIFY CAPITAL RAOIR3ENS Andrew Chapin R7092892	25.59-
5/15	Account Analysis Charge	346.34-
5/15	SHOPIFY CAPITAL REOHWOJUZ Andrew Chapin R7103053	5.62-
5/15	SHOPIFY CAPITAL REPTKSAFM Andrew Chapin R7101663	26.18-
5/18	SHOPIFY CAPITAL RS2US7XZ7 Andrew Chapin R7111979	8.19-
5/18	SHOPIFY CAPITAL R7ITCP4RJ Andrew Chapin R7113386	17.68-
5/18	PAYPAL INST XFER ANDREW CHAPIN THETRAVYTRA	56.00-
5/18	PAYMENTECH CHARGEBACK AffordableJerseys 6470807	72.99-
5/18	PAYPAL INST XFER ANDREW CHAPIN TYLERPEDEN1	89.99-
5/19	SHOPIFY CAPITAL R2CLCVRXH Andrew Chapin	10.27-



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BUSINESS ANALYSIS

4766 (Continued)

CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
	R7141938	
5/19	SHOPIFY CAPITAL RTNX2T6NC Andrew Chapin R7143224	11.24-
5/19	SHOPIFY CAPITAL ROFKYFNXD Andrew Chapin R7123927	22.52-
5/19	SHOPIFY CAPITAL R3A22DAJ6 Andrew Chapin R7133895	33.01-
5/19	SHOPIFY CAPITAL RJ46LB7HR Andrew Chapin R7132499	58.57-
5/20	SHOPIFY CAPITAL RS4UXLJEP Andrew Chapin R7153201	14.92-
5/20	SHOPIFY CAPITAL R7C3JR2MV Andrew Chapin R7151847	20.12-
5/20	AMEX EPAYMENT ACH PMT Andrew Chapin W1786	8,999.27-
5/21	SHOPIFY CAPITAL RDEGYZKZU Andrew Chapin R7162064	8.19-
5/21	PAYMENTECH CHARGEBACK AffordableJerseys 6470807	63.00-
5/21	WCB Warehouse WCB Wareho BENJA INCORPORATED ST-P8N0P3W1R4I3	250.00-
5/22	SHOPIFY CAPITAL RIIBBV3AR Andrew Chapin R7172513	16.73-
5/22	SHOPIFY CAPITAL RIZFI24QF Andrew Chapin R7173938	36.75-
5/26	Wire Transfer Debit Morning Blitz LLC 026009593 898115416717 921 Heron Court Marco Island, FL BANK OF AMERICA, N 20200526MMQFMPUN000385 20200526B6B7HU4R011332 05261424FT03	600.00-
5/26	Wire Transfer Debit Koosh Media LLC	1,100.00-



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BUSINESS ANALYSIS

4766 (Continued)

CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
	321370765 8103786531 AMERICAN SAVINGS B 20200526MMQFMPUN000386 20200526GMQFMP01021050 05261424FT03	
5/26	SHOPIFY CAPITAL R4YNZFLFY Andrew Chapin R7184415	17.30-
5/26	SHOPIFY CAPITAL R4TE4DPAB Andrew Chapin R7182983	61.12-
5/27	Wire Transfer Debit Andrew Chapin 322271627 555475257 JPMORGAN CHASE BAN 20200527MMQFMPUN000123 20200527B1QGC01R031842 05271126FT03	250,500.00-
5/27	SHOPIFY CAPITAL RUJCBVNOE Andrew Chapin R7214810	5.64-
5/27	SHOPIFY CAPITAL RRAX7ZZ3H Andrew Chapin R7213542	9.10-
5/27	SHOPIFY CAPITAL RTW6AKAZU Andrew Chapin R7204053	9.76-
5/27	SHOPIFY CAPITAL RPEBS4R3F Andrew Chapin R7205454	12.17-
5/27	SHOPIFY CAPITAL RWH64DJXE Andrew Chapin R7224204	12.57-
5/27	SHOPIFY CAPITAL RAQ67TISH Andrew Chapin R7222908	21.35-
5/27	SHOPIFY CAPITAL RO7Q73UE7 Andrew Chapin R7195257	23.27-
5/27	SHOPIFY CAPITAL RY6VJLH6N Andrew Chapin R7193707	67.79-
5/27	AMEX EPAYMENT ACH PMT Andrew Chapin W9564	1,338.79-
5/27	LIN XIAO LI IAT PAYPAL ANDREW CHAPIN	3,593.68-



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BUSINESS ANALYSIS

4766 (Continued)

CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
5/27	JOMBOY CORP SALE BENJA INCORPORATED	4,000.00-
5/27	CHASE CREDIT CRD EPAY ANDREW J CHAPIN 4703131471	4,412.84-
5/28	SHOPIFY CAPITAL REAU276XE Andrew Chapin R7234445	31.09-
5/28	from dda 500764766 to loan 6706744910865	700,000.00-
5/29	Wire Transfer Debit Sports Byline USA 122016066 0450009504 CITY NATIONAL BANK 20200529MMQFMPUN000295 20200529L2LFCK1C003994 05291331FT03	2,500.00-
5/29	GUSTO CND 783183 Benja Incorporated 6semjoibrth	50.00-
5/29	SHOPIFY CAPITAL RXHOAV62S Andrew Chapin R7244802	50.19-
5/29	SHOPIFY CAPITAL RYL50QIML Andrew Chapin R7243381	63.52-
5/29	GUSTO CND 783183 Benja Incorporated 6semjoibr8	150.00-
5/29	GUSTO CND 783183 Benja Incorporated 6semjoibr9	150.00-
5/29	GUSTO CND 783183 Benja Incorporated 6semjoibrta	350.00-
5/29	GUSTO CND 783183 Benja Incorporated 6semjoibr7	400.00-
5/29	GUSTO CND 783183 Benja Incorporated 6semjoibrtk	800.00-
5/29	GUSTO CND 783183 Benja Incorporated 6semjoibrtd	850.00-
5/29	GUSTO REM 783186 Benja Incorporated 6semjoibr4	2,187.50-



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BUSINESS ANALYSIS

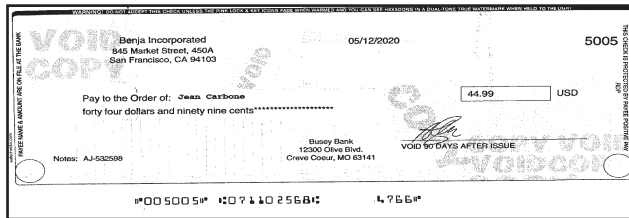
4766 (Continued)

CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
5/29	GUSTO TAX 783187 Benja Incorporated 6semjoibrss	6,491.07-
5/29	GUSTO NET 783185 Benja Incorporated 6semjoibrse	17,892.04-

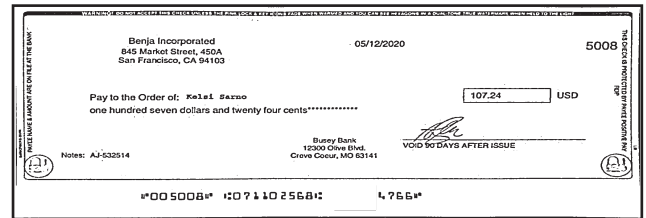
CHECKS IN SERIAL NUMBER ORDER					
DATE	CHECK NO	AMOUNT	DATE	CHECK NO	AMOUNT
5/28	5005	44.99	5/22	5008*	107.24
5/29	5009	128.37	5/20	5011*	134.99
5/18	5012	51.50	5/22	5014*	12.24

*Indicates break in check number sequence

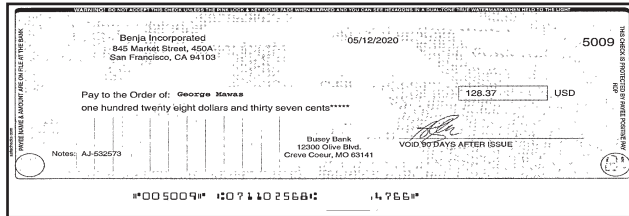
DAILY BALANCE SECTION					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
5/01	51,411.43	5/04	50,702.69	5/05	48,113.44
5/06	47,869.08	5/07	47,859.64	5/08	47,844.32
5/11	46,769.54	5/12	46,895.18	5/13	46,928.77
5/14	47,038.31	5/15	46,691.95	5/18	46,495.32
5/19	46,785.97	5/20	37,700.70	5/21	40,379.51
5/22	40,414.80	5/26	188,634.26	5/27	734,375.34
5/28	34,815.65	5/29	3,016.22		



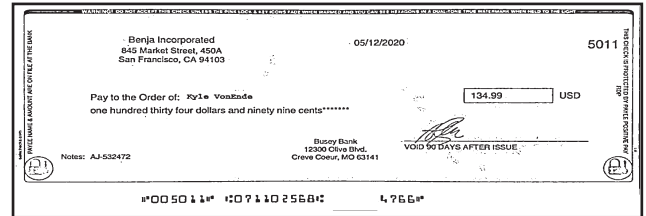
Check 5005 Amount \$44.99 Date 5/28/2020



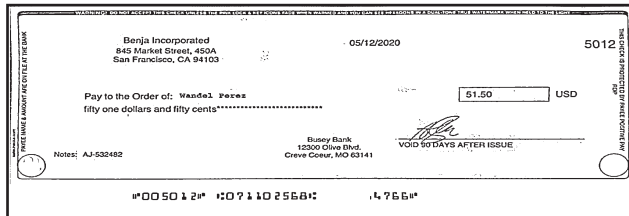
Check 5008 Amount \$107.24 Date 5/22/2020



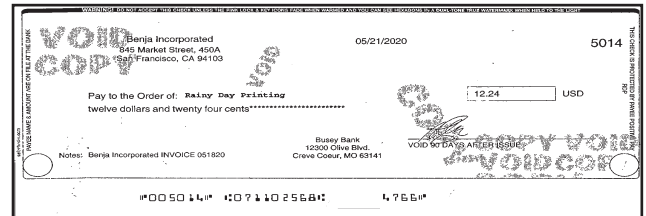
Check 5009 Amount \$128.37 Date 5/29/2020



Check 5011 Amount \$134.99 Date 5/20/2020



Check 5012 Amount \$51.50 Date 5/18/2020



Check 5014 Amount \$12.24 Date 5/22/2020



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11386266
BENJA INC
845 MARKET ST 450A
SAN FRANCISCO CA 94117

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CHECKING ACCOUNT SUMMARY & DETAIL

BUSINESS ANALYSIS		Number of Enclosures	0
Account Number	4766	Statement Dates	4/01/20 thru 4/30/20
Previous Balance	11,599.47	Days in the statement period	30
28 Deposits/Credits	4,290,724.02	Average Ledger	143,808.36
101 Checks/Debits	4,106,916.78	Average Collected	143,808.36
Service Charge	.00		
Interest Paid	.00		
Ending Balance	195,406.71		

	Total For This Period	Total Year-to-Date
Overdraft Item Fees	\$.00	\$805.00
Returned Item Fees	\$.00	\$35.00

DEPOSITS AND OTHER CREDITS

DATE	TRANSACTION DESCRIPTION	AMOUNT
4/02	Wire Transfer Credit MHC FINANCIAL SERVICES INC DBA 11120 TOMAHAWK CREEK PKWY SUIT LEAWOOD, KS 662112695 FACTORING PURCHASE MHC FINANCIAL SERVICES 20200401J1B7841C002985 20200401MMQFMPUN000330 04011745FT01	414,950.54
4/03	CGUSABENJA TRANSFER ANDREW CHAPIN ST-E5B4L1W0V5J3	47.94
4/06	Wire Transfer Credit MHC FINANCIAL SERVICES INC DBA 11120 TOMAHAWK CREEK PKWY SUIT LEAWOOD, KS 662112695 FACTORING PURCHASE MHC FINANCIAL SERVICES 20200403J1B7841C001682 20200403MMQFMPUN000275 04031800FT01	1,243,604.49
4/06	CGUSABENJA TRANSFER ANDREW CHAPIN ST-Y7O8Y1D4W4H2	27.05
4/08	CGUSABENJA TRANSFER ANDREW CHAPIN	21.67

Case: 20-30819 Doc# 21 Filed: 10/20/20 Entered: 10/20/20 17:51:40 Page 101 of 125 00101



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BUSINESS ANALYSIS

4766 (Continued)

DEPOSITS AND OTHER CREDITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
	ST-M7W9W8G2D4P9	
4/09	CGUSABENJA TRANSFER ANDREW CHAPIN ST-O8X9K3N4W2R8	55.09
4/10	Wire Transfer Credit MHC FINANCIAL SERVICES, INC. MHC FINANCIAL SERVICES INC DBA 11120 TOMAHAWK CREEK PKWY SUIT LEAWOOD, KS 662112695 ACCOUNT NAME: BENJA INCORPORAT 20200410J1B7841C000516 20200410MMQFMPUN000166 04101427FT03	322,963.00
4/10	CGUSABENJA TRANSFER ANDREW CHAPIN ST-X2P9A0K6K2J7	103.12
4/13	CGUSABENJA TRANSFER ANDREW CHAPIN ST-W0I1B0P6N1A8	68.97
4/14	CGUSABENJA TRANSFER ANDREW CHAPIN ST-C2E2S0K5G0W4	111.86
4/16	CGUSABENJA TRANSFER ANDREW CHAPIN ST-J9Z0N0B0N0H3	31.91
4/17	CGUSABENJA TRANSFER ANDREW CHAPIN ST-Y0E8Y8F5Q7T1	6.66
4/17	PAYPAL TRANSFER ANDREW CHAPIN 1008631391114	100.00
4/17	ANDREW GLUCK SENDER 463303580	10,000.00
4/20	CGUSABENJA TRANSFER ANDREW CHAPIN ST-P0J3W1N5D1P0	61.50
4/20	to dda 500764766 from ln 6706744910865	400,000.00
4/21	Wire Transfer Credit DISTRIBUTION MANAGEMENT, INC. 5 RESEARCH PARK DR SAINT CHARLES,MO,63304 20200421L3LF151C003794 20200421MMQFMPUN000254 04211701FT03	200,000.00
4/21	CGUSABENJA TRANSFER ANDREW CHAPIN ST-O7S1K5F7J9F8	262.32



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BUSINESS ANALYSIS

4766 (Continued)

DEPOSITS AND OTHER CREDITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
4/21	SBAD TREAS 310 MISC PAY Benja Incorporated EIDG:3600140295 NTE*PMT*EIDG:3600140295\	6,000.00
4/23	CGUSABENJA TRANSFER ANDREW CHAPIN ST-B1F0S3Z0C9P1	138.84
4/24	CGUSABENJA TRANSFER ANDREW CHAPIN ST-S7B5Z4A0M0H6	187.05
4/27	CGUSABENJA TRANSFER ANDREW CHAPIN ST-U8L8T5D4T2R2	67.76
4/28	CGUSABENJA TRANSFER ANDREW CHAPIN ST-O0A7I7F4P0P2	55.62
4/29	Wire Transfer Credit MHC FINANCIAL SERVICES, INC. MHC FINANCIAL SERVICES INC DBA 11120 TOMAHAWK CREEK PKWY SUIT LEAWOOD, KS 662112695 ACCOUNT NAME: BENJA INCORPORAT 20200429J1B7841C001317 20200429MMQFMPUN000356 04291639FT03	994,774.76
4/29	CGUSABENJA TRANSFER ANDREW CHAPIN ST-V6G0S5H2S4Q3	33.59
4/30	Wire Transfer Credit MHC FINANCIAL SERVICES, INC. MHC FINANCIAL SERVICES INC DBA 11120 TOMAHAWK CREEK PKWY SUIT LEAWOOD, KS 662112695 ACCOUNT NAME: BENJA INCORPORAT 20200430J1B7841C000733 20200430MMQFMPUN000198 04301138FT03	696,970.23
4/30	CGUSABENJA TRANSFER ANDREW CHAPIN ST-O2E7B5D4U6O4	5.19
4/30	PAYMENTECH CHARGEBACK AffordableJerseys 6470807	75.06

CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
Case: 20-30819 Doc# 21 Filed: 10/20/20 Entered: 10/20/20 17:51:40 Page 104 of		



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CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
4/01	SHOPIFY CAPITAL R64TJL6EE Andrew Chapin R6669278	59.11-
4/01	PAYPAL INST XFER ANDREW CHAPIN JERSEYSTORE	420.00-
4/02	Wire Transfer Debit Taco Corp 265270413 20001214039 IBERIABANK 20200402MMQFMPUN000061 20200402MMQFMP9H000273 04021018FT01	350,000.00-
4/02	SHOPIFY CAPITAL ROP72W4VP Andrew Chapin R6678837	17.21-
4/02	GUSTO REM 521595 Benja Incorporated 6semjodiq7s	50.00-
4/02	GUSTO CND 521587 Benja Incorporated 6semjodiq8i	100.00-
4/02	GUSTO TAX 521606 Benja Incorporated 6semjodiq75	101.89-
4/02	GUSTO FEE 520375 Benja Incorporated 6semjodfebr	105.00-
4/02	GUSTO CND 521587 Benja Incorporated 6semjodiq8s	300.00-
4/02	GUSTO NET 521594 Benja Incorporated 6semjodiq6d	570.93-
4/03	Wire Transfer Debit KEMA Partners LLC 021000021 606768692 JPMORGAN CHASE BAN 20200403MMQFMPUN000052 20200403B1QGC01R017533 04030914FT01	50,000.00-
4/03	SHOPIFY CAPITAL RX4EW4OTJ Andrew Chapin R6689748	8.54-
4/03	SHOPIFY CAPITAL RMYANBU3L Andrew Chapin	40.56-



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CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
	R6688428	
4/03	PAYMENTECH FEE AffordableJerseys 6470807	138.95-
4/03	AMEX EPAYMENT ACH PMT Andrew Chapin W4154	3,201.25-
4/06	Wire Transfer Debit Andrew Chapin 322271627 555475257 JPMORGAN CHASE BAN 20200406MMQFMPUN000032 20200406B1QGC01R018097 04060928FT03	100,000.00-
4/06	Wire Transfer Debit Taco Corp of America 265270413 20001214039 IBERIABANK 20200406MMQFMPUN000033 20200406MMQFMP9H000284 04060929FT03	600,000.00-
4/06	SHOPIFY CAPITAL R7ZTBQ6R5 Andrew Chapin R6699452	4.79-
4/06	VZ WIRELESS VE VZW WEBPAY ANDREW *CHAPIN 5165198	672.59-
4/06	CHASE CREDIT CRD EPAY ANDREW J CHAPIN 4621558942	1,234.80-
4/07	SHOPIFY CAPITAL RNJWCDUZG Andrew Chapin R6717418	18.03-
4/07	SHOPIFY CAPITAL RANYWFALH Andrew Chapin R6707965	18.59-
4/07	WCB Warehouse WCB Wareho BENJA INCORPORATED ST-C6Y7K9M6H8V6	480.64-
4/07	PAYPAL INST XFER ANDREW CHAPIN ALEXFREEDMA EBA	1,111.27-
4/08	SHOPIFY CAPITAL RR4MQL5JH Andrew Chapin R6737042	3.86-
4/08	SHOPIFY CAPITAL RTJLEJUJ6 Andrew Chapin	43.68-



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CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
	R6735755	
4/08	to loan 6706744910865 from dda 500764766	450,000.00-
4/09	SHOPIFY CAPITAL R7NVYAWIU Andrew Chapin R6746547	9.75-
4/09	SHOPIFY CAPITAL RMFPDTCYT Andrew Chapin R6745236	23.72-
4/10	Wire Transfer Debit Andrew Chapin 322271627 555475257 JPMORGAN CHASE BAN 20200410MMQFMPUN000180 20200410B1QGC01R032183 04101405FT03	100,000.00-
4/10	SHOPIFY CAPITAL RBNF33WE4 Andrew Chapin R6754933	8.19-
4/10	SHOPIFY CAPITAL R5CK4YRHB Andrew Chapin R6756274	18.22-
4/13	Wire Transfer Debit Fenwick & West 026009593 1484401104 BANK OF AMERICA, N 20200413MMQFMPUN000036 20200413B6B7HU3R002651 04130912FT03	7,100.00-
4/13	Wire Transfer Debit Taco Corp of America 265270413 20001214039 IBERIABANK 20200413MMQFMPUN000037 20200413MMQFMP9H000197 04130912FT03	250,000.00-
4/13	SHOPIFY CAPITAL RYZGDWHL2 Andrew Chapin R6764705	7.81-
4/13	SHOPIFY CAPITAL R2QFXBOOI Andrew Chapin R6766051	12.23-
4/14	SHOPIFY CAPITAL R5L2AQJ4X Andrew Chapin R6775914	1.36-



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CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
4/14	SHOPIFY CAPITAL RPRGLTPBH Andrew Chapin R6785151	6.15-
4/14	SHOPIFY CAPITAL RGSRI3P3A Andrew Chapin R6793699	12.30-
4/14	SHOPIFY CAPITAL RTXYUMJZX Andrew Chapin R6792494	23.49-
4/14	GUSTO CND 555619 Benja Incorporated 6semjoeds55	50.00-
4/14	PAYMENTECH CHARGEBACK AffordableJerseys 6470807	75.06-
4/14	PAYPAL INST XFER ANDREW CHAPIN STEINERSPOR EBA	147.00-
4/14	WCB Warehouse WCB Wareho BENJA INCORPORATED ST-I4Z5V4O3Y3O4	250.00-
4/14	GUSTO CND 555619 Benja Incorporated 6semjoeds3i	400.00-
4/14	GUSTO CND 555619 Benja Incorporated 6semjoeds49	650.00-
4/14	AMEX EPAYMENT ACH PMT Andrew Chapin W6968	9,000.00-
4/15	Account Analysis Charge	332.52-
4/15	PAYPAL INST XFER ANDREW CHAPIN PJ721	41.99-
4/16	SHOPIFY CAPITAL RGFQWO3IV Andrew Chapin R6812720	5.64-
4/16	SHOPIFY CAPITAL R4XAOLSG Andrew Chapin R6811377	24.92-
4/16	APPLECARD GSBANK PAYMENT Andrew Chapin 1749626	1,336.71-
4/17	SHOPIFY CAPITAL RZAYTZTYP Andrew Chapin R6823115	1.22-
4/17	SHOPIFY CAPITAL RHDTNVIW3 Andrew Chapin	35.38-



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CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
	R6821632	
4/17	PAYPAL INST XFER ANDREW CHAPIN THOMASBARBI	55.00-
4/20	Wire Transfer Debit Andrew Chapin 322271627 555475257 JPMORGAN CHASE BAN 20200420MMQFMPUN000285 20200420B1QGC01R063780 04201554FT03	100,000.00-
4/20	SHOPIFY CAPITAL RQNSADQG7 Andrew Chapin R6833834	10.82-
4/20	SHOPIFY CAPITAL R6ENGTIPG Andrew Chapin R6832349	58.81-
4/21	Wire Transfer Debit Taco Corp of America 265270413 20001214039 IBERIABANK 20200421MMQFMPUN000261 20200421MMQFMP9H000845 04211516FT03	350,000.00-
4/21	SHOPIFY CAPITAL RH4OCW5ER Andrew Chapin R6854362	11.28-
4/21	SHOPIFY CAPITAL RGS465RSV Andrew Chapin R6863817	17.19-
4/21	SHOPIFY CAPITAL RUIV6OLLW Andrew Chapin R6844403	17.88-
4/21	SHOPIFY CAPITAL R3APRBEFB Andrew Chapin R6852901	25.10-
4/22	Wire Transfer Debit Koosh Media LLC 321370765 8103786531 AMERICAN SAVINGS B 20200422MMQFMPUN000017 20200422GMQFMP01004587 04220915FT03	4,000.00-
4/22	Wire Transfer Debit Taco Corp of America	150,000.00-



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CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
	265270413 20001214039 IBERIABANK 20200422MMQFMPUN000016 20200422MMQFMP9H000209 04220915FT03	
4/22	VENMO PAYMENT ANDREW CHAPIN 3379376019	706.00-
4/23	SHOPIFY CAPITAL RNHWSW655 Andrew Chapin R6882378	9.10-
4/23	SHOPIFY CAPITAL RJHC6HFHG Andrew Chapin R6883777	24.60-
4/23	GUSTO CND 589409 Benja Incorporated 6semjof7efh	50.00-
4/23	PAYPAL INST XFER ANDREW CHAPIN FURRYPAL EBAY F	170.25-
4/23	APPLECARD GSBANK PAYMENT Andrew Chapin 1749626	384.43-
4/23	AMEX EPAYMENT ACH PMT Andrew Chapin W8840	6,250.00-
4/24	SHOPIFY CAPITAL RHR0D3XNG Andrew Chapin R6892419	26.84-
4/24	SHOPIFY CAPITAL RQSBYQQOI Andrew Chapin R6893816	33.02-
4/27	SHOPIFY CAPITAL RNLUNOKHW Andrew Chapin R6902528	8.78-
4/27	SHOPIFY CAPITAL RO4ZPIVYH Andrew Chapin R6903941	11.97-
4/27	VENMO PAYMENT ANDREW CHAPIN 3390259925	2,000.00-
4/27	CHASE CREDIT CRD EPAY ANDREW J CHAPIN 4651188106	3,048.26-
4/28	SHOPIFY CAPITAL RAKS3DJJG Andrew Chapin R6931462	9.49-



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DATE	TRANSACTION DESCRIPTION	AMOUNT
4/28	SHOPIFY CAPITAL RN4RUUU7B Andrew Chapin R6914127	9.84-
4/28	SHOPIFY CAPITAL R34HUTHPL Andrew Chapin R6922251	18.38-
4/28	GUSTO CND 599561 Benja Incorporated 6semjoffner	50.00-
4/28	GUSTO CND 599561 Benja Incorporated 6semjoffndr	100.00-
4/28	GUSTO CND 599561 Benja Incorporated 6semjoffnee	150.00-
4/28	GUSTO CND 599561 Benja Incorporated 6semjoffncl	200.00-
4/28	GUSTO CND 599561 Benja Incorporated 6semjoffnct	200.00-
4/28	WCB Warehouse WCB Wareho BENJA INCORPORATED ST-J7K6J3A8V8G0	250.00-
4/28	GUSTO CND 599561 Benja Incorporated 6semjoffndc	300.00-
4/28	GUSTO CND 599563 Benja Incorporated 6semjoffnf9	500.00-
4/28	to ln 6706744910865 from dda 500764766	5,909.74-
4/28	to ln 6706744910865 from dda 500764766	12,035.38-
4/29	Wire Transfer Debit Taco Corp of America 265270413 20001214039 IBERIABANK 20200429MMQFMPUN000415 20200429MMQFMP9H001432 04291642FT03	1,000,000.00-
4/29	SHOPIFY CAPITAL R7JJDFZ7C Andrew Chapin R6942475	5.93-
4/29	SHOPIFY CAPITAL RBVZ3BZHK Andrew Chapin R6941126	27.36-



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CHECKS AND OTHER DEBITS		
DATE	TRANSACTION DESCRIPTION	AMOUNT
4/29	AMEX EPAYMENT ACH PMT Andrew Chapin W6272	1,547.65-
4/30	Wire Transfer Debit Taco Corp of America 265270413 20001214039 IBERIABANK Close out 20200430MMQFMPUN000131 20200430MMQFMP9H000768 04301156FT03	515,027.24-
4/30	SHOPIFY CAPITAL R3J4C37ZY Andrew Chapin R6952301	.96-
4/30	SHOPIFY CAPITAL RFTVIYDOD Andrew Chapin R6950966	34.57-
4/30	GUSTO REM 619626 Benja Incorporated 6semjofqu60	950.00-
4/30	GUSTO TAX 619632 Benja Incorporated 6semjofqu5h	6,503.53-
4/30	GUSTO NET 619622 Benja Incorporated 6semjofqu4k	17,892.03-

DAILY BALANCE SECTION					
DATE	BALANCE	DATE	BALANCE	DATE	BALANCE
4/01	11,120.36	4/02	74,825.87	4/03	21,484.51
4/06	563,203.87	4/07	561,575.34	4/08	111,549.27
4/09	111,570.89	4/10	334,610.60	4/13	77,559.53
4/14	67,056.03	4/15	66,681.52	4/16	65,346.16
4/17	75,361.22	4/20	375,353.09	4/21	231,543.96
4/22	76,837.96	4/23	70,088.42	4/24	70,215.61
4/27	65,214.36	4/28	45,537.15	4/29	38,764.56
4/30	195,406.71				

EXHIBIT G

Benja Incorporated Company Capitalization

Updated: August 2020

Round	Founder / Advisor	Incubation	Angel	XRC	Seed	Seed 2	Seed 3	Investment	Total Shares	Ownership	Ownership
Share Price	\$0.01	\$2.22	\$6.67	\$26.67	\$33.35	\$60.00	\$133.33		150,000	(current)	(full issue)
Valuation Cap	\$1,150.00	\$333,500.00	\$1,000,000.00	\$4,000,000.00	\$5,002,000.00	\$9,000,000.00	\$ 20,000,000.00				
Founders, Employees, Advisors											
Andrew J. Chapin	30,000							\$ 230.00	30,000	23.3%	20.0%
Thomas L. Goode	26,000							\$ 199.33	26,000	20.2%	17.3%
Morgan Reilly	4,000							\$ 30.67	4,000	3.1%	2.7%
Jessica Jordan	863							\$ 6.62	863	0.7%	0.6%
Court Cunningham	287							\$ 2.20	287	0.2%	0.2%
Roy Erez	575							\$ 4.41	575	0.4%	0.4%
Mark Coleman	575							\$ 4.41	575	0.4%	0.4%
Reserved for Stock Option Pool								\$ -	7,500		5.0%
Investors											
VegasTechFund			448		575	3,258		\$ 217,640.33	4,281	3.3%	2.9%
Blue Startups		6,900			1,150			\$ 53,689.67	8,050	6.3%	5.4%
Moosylvania			15,000					\$ 100,000.00	15,000	11.7%	10.0%
Nick Foppe Syndicate					4,600	16,667		\$ 1,153,394.67	21,267	16.5%	14.2%
XRC				2,156	9,000			\$ 125,000.00	11,156	8.7%	7.4%
Scott Sklar						1,278		\$ 100,000.00	1,278	1.0%	0.9%
Polly Wong						1,278		\$ 100,000.00	1,278	1.0%	0.9%
Bo Arlander						1,278	188	\$ 125,000.00	1,466	1.1%	1.0%
Rick Hoskins						1,278		\$ 100,000.00	1,278	1.0%	0.9%
Tom Peters						639		\$ 50,000.00	639	0.5%	0.4%
Derek Mattson						639		\$ 50,000.00	639	0.5%	0.4%
Reserved for Future Investment								\$ -	15,147		10.1%

EXHIBIT H

U.S. Corporation Income Tax Return
For calendar year 2018 or tax year beginning 57, 2018, ending Dec 31, 20 18
▶ Go to www.irs.gov/Form1120 for instructions and the latest information.

OMB No. 1545-0123

2018

A Check if: 1a Consolidated return (attach Form 851) <input type="checkbox"/> b Life/nonlife consolidated return <input type="checkbox"/> 2 Personal holding co. (attach Sch. PH) <input type="checkbox"/> 3 Personal service corp. (see instructions) <input type="checkbox"/> 4 Schedule M-3 attached <input type="checkbox"/>	TYPE OR PRINT	Name Benja Incorporated Number, street, and room or suite no. If a P.O. box, see instructions. 845 Market Street, 450A City or town, state or province, country, and ZIP or foreign postal code San Francisco, CA 94117	B Employer identification number 2890 C Date incorporated 3/25/2014 D Total assets (see instructions) \$ 2,978,541 53
E Check if: (1) <input type="checkbox"/> Initial return (2) <input type="checkbox"/> Final return (3) <input type="checkbox"/> Name change (4) <input type="checkbox"/> Address change			

Income	1a	Gross receipts or sales	1a	6,284,518	04
	b	Returns and allowances	1b	0	00
	c	Balance. Subtract line 1b from line 1a	1c	6,284,518	04
	2	Cost of goods sold (attach Form 1125-A)	2	4,408,790	96
	3	Gross profit. Subtract line 2 from line 1c	3	1,875,727	08
	4	Dividends and inclusions (Schedule C, line 23, column (a))	4		
	5	Interest	5		
	6	Gross rents	6		
	7	Gross royalties	7		
	8	Capital gain net income (attach Schedule D (Form 1120))	8		
	9	Net gain or (loss) from Form 4797, Part II, line 17 (attach Form 4797)	9		
10	Other income (see instructions—attach statement)	10			
11	Total income. Add lines 3 through 10	11	1,875,727	08	
Deductions (See instructions for limitations on deductions.)	12	Compensation of officers (see instructions—attach Form 1125-E)	12		
	13	Salaries and wages (less employment credits)	13	348,191	03
	14	Repairs and maintenance	14		
	15	Bad debts	15		
	16	Rents	16	35,000	00
	17	Taxes and licenses	17		
	18	Interest (see instructions)	18		
	19	Charitable contributions	19		
	20	Depreciation from Form 4562 not claimed on Form 1125-A or elsewhere on return (attach Form 4562)	20		
	21	Depletion	21		
	22	Advertising	22		
	23	Pension, profit-sharing, etc., plans	23		
	24	Employee benefit programs	24		
	25	Reserved for future use	25		
	26	Other deductions (attach statement)	26		
	27	Total deductions. Add lines 12 through 26	27	383,191	03
	28	Taxable income before net operating loss deduction and special deductions. Subtract line 27 from line 11.	28	1,492,536	05
29a	29a	Net operating loss deduction (see instructions)	29a		
	b	Special deductions (Schedule C, line 24, column (c))	29b		
	c	Add lines 29a and 29b	29c	0	00
Tax, Refundable Credits, and Payments	30	Taxable income. Subtract line 29c from line 28. See instructions	30	1,492,536	05
	31	Total tax (Schedule J, Part I, line 11)	31	313,432	57
	32	2018 net 965 tax liability paid (Schedule J, Part II, line 12)	32		
	33	Total payments, credits, and section 965 net tax liability (Schedule J, Part III, line 23)	33	300,000	00
	34	Estimated tax penalty. See instructions. Check if Form 2220 is attached <input type="checkbox"/>	34		
	35	Amount owed. If line 33 is smaller than the total of lines 31, 32, and 34, enter amount owed	35	13,432	57
	36	Overpayment. If line 33 is larger than the total of lines 31, 32, and 34, enter amount overpaid	36		
37	Enter amount from line 36 you want: Credited to 2019 estimated tax ▶ Refunded ▶	37			

Sign Here	Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than taxpayer) is based on all information of which preparer has any knowledge.				May the IRS discuss this return with the preparer shown below? See instructions. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	Signature of officer	Date 1/10/2019	Title President & CEO			
Paid Preparer Use Only	Print/Type preparer's name Tom Dunn, CPA		Preparer's signature		Date 1/9/2019	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶ Numbstudio Financial Group LLC					Firm's EIN ▶
	Firm's address ▶ 845 Market Street, 450A, San Francisco, CA 94103					Phone no. (415) 367-1513

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 11450Q

Form **1120** (2018)

Schedule J Tax Computation and Payment (see instructions)**Part I—Tax Computation**

1	Check if the corporation is a member of a controlled group (attach Schedule O (Form 1120)). See instructions ▶ <input type="checkbox"/>			
2	Income tax. See instructions	2	313,432	57
3	Base erosion minimum tax (attach Form 8991)	3		
4	Add lines 2 and 3	4	313,432	57
5a	Foreign tax credit (attach Form 1118)	5a		
b	Credit from Form 8834 (see instructions)	5b		
c	General business credit (attach Form 3800)	5c		
d	Credit for prior year minimum tax (attach Form 8827)	5d		
e	Bond credits from Form 8912	5e		
6	Total credits. Add lines 5a through 5e	6	0	00
7	Subtract line 6 from line 4	7	313,432	57
8	Personal holding company tax (attach Schedule PH (Form 1120))	8		
9a	Recapture of investment credit (attach Form 4255)	9a		
b	Recapture of low-income housing credit (attach Form 8611)	9b		
c	Interest due under the look-back method—completed long-term contracts (attach Form 8697)	9c		
d	Interest due under the look-back method—income forecast method (attach Form 8866)	9d		
e	Alternative tax on qualifying shipping activities (attach Form 8902)	9e		
f	Other (see instructions—attach statement)	9f		
10	Total. Add lines 9a through 9f	10	0	00
11	Total tax. Add lines 7, 8, and 10. Enter here and on page 1, line 31	11	313,432	57

Part II—Section 965 Payments (see instructions)

12	2018 net 965 tax liability paid from Form 965-B, Part II, column (k), line 2. Enter here and on page 1, line 32	12		
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Part III—Payments, Refundable Credits, and Section 965 Net Tax Liability

13	2017 overpayment credited to 2018	13	0	00
14	2018 estimated tax payments	14	300,000	00
15	2018 refund applied for on Form 4466	15	()	
16	Combine lines 13, 14, and 15	16	300,000	00
17	Tax deposited with Form 7004	17		
18	Withholding (see instructions)	18		
19	Total payments. Add lines 16, 17, and 18	19	300,000	00
20	Refundable credits from:			
a	Form 2439	20a		
b	Form 4136	20b		
c	Form 8827, line 8c	20c		
d	Other (attach statement—see instructions)	20d		
21	Total credits. Add lines 20a through 20d	21	0	00
22	2018 net 965 tax liability from Form 965-B, Part I, column (d), line 2. See instructions	22		
23	Total payments, credits, and section 965 net tax liability. Add lines 19, 21, and 22. Enter here and on page 1, line 33	23	300,000	00

Schedule K Other Information (see instructions)

1	Check accounting method: a <input type="checkbox"/> Cash b <input checked="" type="checkbox"/> Accrual c <input type="checkbox"/> Other (specify) ▶ _____	Yes	No
2	See the instructions and enter the:		
a	Business activity code no. ▶ 541519		
b	Business activity ▶ Software Development		
c	Product or service ▶ Software		
3	Is the corporation a subsidiary in an affiliated group or a parent-subsidary controlled group? If "Yes," enter name and EIN of the parent corporation ▶ _____		✓
4	At the end of the tax year:		
a	Did any foreign or domestic corporation, partnership (including any entity treated as a partnership), trust, or tax-exempt organization own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of the corporation's stock entitled to vote? If "Yes," complete Part I of Schedule G (Form 1120) (attach Schedule G)		✓
b	Did any individual or estate own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of the corporation's stock entitled to vote? If "Yes," complete Part II of Schedule G (Form 1120) (attach Schedule G)		✓
5	At the end of the tax year, did the corporation:		
a	Own directly 20% or more, or own, directly or indirectly, 50% or more of the total voting power of all classes of stock entitled to vote of any foreign or domestic corporation not included on Form 851 , Affiliations Schedule? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (iv) below.		✓

(i) Name of Corporation	(ii) Employer Identification Number (if any)	(iii) Country of Incorporation	(iv) Percentage Owned in Voting Stock

b	Own directly an interest of 20% or more, or own, directly or indirectly, an interest of 50% or more in any foreign or domestic partnership (including an entity treated as a partnership) or in the beneficial interest of a trust? For rules of constructive ownership, see instructions. If "Yes," complete (i) through (iv) below.		✓
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(i) Name of Entity	(ii) Employer Identification Number (if any)	(iii) Country of Organization	(iv) Maximum Percentage Owned in Profit, Loss, or Capital

6	During this tax year, did the corporation pay dividends (other than stock dividends and distributions in exchange for stock) in excess of the corporation's current and accumulated earnings and profits? See sections 301 and 316 If "Yes," file Form 5452 , Corporate Report of Nondividend Distributions. See the instructions for Form 5452. If this is a consolidated return, answer here for the parent corporation and on Form 851 for each subsidiary.		✓
7	At any time during the tax year, did one foreign person own, directly or indirectly, at least 25% of the total voting power of all classes of the corporation's stock entitled to vote or at least 25% of the total value of all classes of the corporation's stock? For rules of attribution, see section 318. If "Yes," enter: (a) Percentage owned ▶ _____ and (b) Owner's country ▶ _____ (c) The corporation may have to file Form 5472 , Information Return of a 25% Foreign-Owned U.S. Corporation or a Foreign Corporation Engaged in a U.S. Trade or Business. Enter the number of Forms 5472 attached ▶ _____		✓
8	Check this box if the corporation issued publicly offered debt instruments with original issue discount ▶ <input type="checkbox"/> If checked, the corporation may have to file Form 8281 , Information Return for Publicly Offered Original Issue Discount Instruments.		
9	Enter the amount of tax-exempt interest received or accrued during the tax year ▶ \$ _____		
10	Enter the number of shareholders at the end of the tax year (if 100 or fewer) ▶ _____		
11	If the corporation has an NOL for the tax year and is electing to forego the carryback period, check here (see instructions) ▶ <input type="checkbox"/> If the corporation is filing a consolidated return, the statement required by Regulations section 1.1502-21(b)(3) must be attached or the election will not be valid.		
12	Enter the available NOL carryover from prior tax years (do not reduce it by any deduction reported on page 1, line 29a.) ▶ \$ _____		

Form **1120** (2018)

Schedule K Other Information (continued from page 4)

	Yes	No
13 Are the corporation's total receipts (page 1, line 1a, plus lines 4 through 10) for the tax year and its total assets at the end of the tax year less than \$250,000?		✓
If "Yes," the corporation is not required to complete Schedules L, M-1, and M-2. Instead, enter the total amount of cash distributions and the book value of property distributions (other than cash) made during the tax year ► \$		
14 Is the corporation required to file Schedule UTP (Form 1120), Uncertain Tax Position Statement? See instructions		✓
If "Yes," complete and attach Schedule UTP.		
15a Did the corporation make any payments in 2018 that would require it to file Form(s) 1099?		✓
b If "Yes," did or will the corporation file required Forms 1099?		✓
16 During this tax year, did the corporation have an 80% or more change in ownership, including a change due to redemption of its own stock?		✓
17 During or subsequent to this tax year, but before the filing of this return, did the corporation dispose of more than 65% (by value) of its assets in a taxable, non-taxable, or tax deferred transaction?		✓
18 Did the corporation receive assets in a section 351 transfer in which any of the transferred assets had a fair market basis or fair market value of more than \$1 million?		✓
19 During the corporation's tax year, did the corporation make any payments that would require it to file Forms 1042 and 1042-S under chapter 3 (sections 1441 through 1464) or chapter 4 (sections 1471 through 1474) of the Code?		✓
20 Is the corporation operating on a cooperative basis?		✓
21 During the tax year, did the corporation pay or accrue any interest or royalty for which the deduction is not allowed under section 267A? See instructions		✓
If "Yes," enter the total amount of the disallowed deductions ► \$		
22 Does the corporation have gross receipts of at least \$500 million in any of the 3 preceding tax years? (See sections 59A(e)(2) and (3))		✓
If "Yes," complete and attach Form 8991.		
23 Did the corporation have an election under section 163(j) for any real property trade or business or any farming business in effect during the tax year? See instructions		✓
24 Does the corporation satisfy one of the following conditions and the corporation does not own a pass-through entity with current year, or prior year carryover, excess business interest expense? See instructions		✓
a The corporation's aggregate average annual gross receipts (determined under section 448(c)) for the 3 tax years preceding the current tax year do not exceed \$25 million, and the corporation is not a tax shelter, or		
b The corporation only has business interest expense from (1) an electing real property trade or business, (2) an electing farming business, or (3) certain utility businesses under section 163(j)(7).		
If "No," complete and attach Form 8990.		
25 Is the corporation attaching Form 8996 to certify as a Qualified Opportunity Fund?		✓
If "Yes," enter amount from Form 8996, line 13 ► \$		

Form **1120** (2018)

Schedule L Balance Sheets per Books		Beginning of tax year		End of tax year	
Assets		(a)	(b)	(c)	(d)
1	Cash		104,870.00		1,047,195.13
2a	Trade notes and accounts receivable	682,185.48		1,931,346.40	
b	Less allowance for bad debts	()	682,185.48	()	2,978,541.53
3	Inventories				
4	U.S. government obligations				
5	Tax-exempt securities (see instructions)				
6	Other current assets (attach statement)				
7	Loans to shareholders				
8	Mortgage and real estate loans				
9	Other investments (attach statement)				
10a	Buildings and other depreciable assets				
b	Less accumulated depreciation	()		()	
11a	Depletable assets				
b	Less accumulated depletion	()		()	
12	Land (net of any amortization)				
13a	Intangible assets (amortizable only)				
b	Less accumulated amortization	()		()	
14	Other assets (attach statement)				
15	Total assets		787,055.48		2,978,541.53
Liabilities and Shareholders' Equity					
16	Accounts payable		0.00		323,950.00
17	Mortgages, notes, bonds payable in less than 1 year				
18	Other current liabilities (attach statement)				
19	Loans from shareholders				
20	Mortgages, notes, bonds payable in 1 year or more				
21	Other liabilities (attach statement)				
22	Capital stock: a Preferred stock				
	b Common stock	1,125,000.00	1,125,000.00	1,500,000.00	1,500,000.00
23	Additional paid-in capital				
24	Retained earnings—Appropriated (attach statement)				
25	Retained earnings—Unappropriated		(337,944.52)		1,478,541.53
26	Adjustments to shareholders' equity (attach statement)				
27	Less cost of treasury stock		()		()
28	Total liabilities and shareholders' equity		787,055.48		2,978,541.53

Schedule M-1 Reconciliation of Income (Loss) per Books With Income per Return

Note: The corporation may be required to file Schedule M-3. See instructions.

1	Net income (loss) per books	1,179,103.48	7	Income recorded on books this year not included on this return (itemize):	
2	Federal income tax per books	313,432.57		Tax-exempt interest \$ _____	
3	Excess of capital losses over capital gains			_____	
4	Income subject to tax not recorded on books this year (itemize): _____		8	Deductions on this return not charged against book income this year (itemize):	
5	Expenses recorded on books this year not deducted on this return (itemize):			a Depreciation . . . \$ _____	
a	Depreciation \$ _____			b Charitable contributions \$ _____	
b	Charitable contributions . . . \$ _____			_____	
c	Travel and entertainment . . . \$ _____		9	Add lines 7 and 8	
6	Add lines 1 through 5	1,492,536.05	10	Income (page 1, line 28)—line 6 less line 9	1,492,536.05

Schedule M-2 Analysis of Unappropriated Retained Earnings per Books (Line 25, Schedule L)

1	Balance at beginning of year		5	Distributions: a Cash	
2	Net income (loss) per books			b Stock	
3	Other increases (itemize): _____			c Property	
	_____		6	Other decreases (itemize): _____	
	_____		7	Add lines 5 and 6	
4	Add lines 1, 2, and 3		8	Balance at end of year (line 4 less line 7)	

EXHIBIT I

From: joe alouf <joe.alouf@gmail.com>
Sent: Friday, October 16, 2020 1:42 PM
To: Jerry Switzer; Michael Campbell
Subject: 2018 tax returns, Benja
Attachments: Benja tax return-c.pdf

EXTERNAL EMAIL joe.alouf@gmail.com

Please see below

----- Forwarded message -----

From: Jennifer Li Thornton <li@numbrstudio.com>
Date: Fri, Oct 16, 2020 at 11:37 AM
Subject: Re: 2018 tax returns, Benja
To: joe alouf <joe.alouf@gmail.com>

Hi Joe,

Just reviewed the file you sent, I am never aware of this tax return and never know the person named Tom Dunn, CPA; NumbrStudio is just myself working in the business and one bookkeeper contractor named Collette Cleaves who help me with bookkeeping on few clients.

Also, NumbrStudio doesn't file tax returns, we refer to a separate local CPA firm to handle all the tax filings for our clients, their business name is FlexTax consulting Group.

Based on the tax return and fairly to believe this is fraud tax return that Benja created.

Let me know if you need additional info regarding this matter.

Jennifer

Sent from my iPhone

On Oct 16, 2020, at 11:22 AM, joe alouf <joe.alouf@gmail.com> wrote:

Hi Jennifer,

Just to confirm, I am sending you a copy of the 2018 tax returns Andrew provided to the Bank as part of obtaining the loan. Per our conversation, please review and provide your observations as to what is filled out as the "tax preparer" information.

Thank you

Joe

--

Joe Alouf

415-395-6867

 [Alouf](#)

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Drafted using predictive text. Please excuse the typos

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CERTIFICATE OF SERVICE

I, the undersigned, declare that I am employed in the County of Los Angeles. I am over the age of 18 years and not a party to the within entitled action. My business address is 2049 Century Park East, Suite 2900, Los Angeles, California 90067.

A true and correct copy of the foregoing document entitled (specify): **DECLARATION OF JOE ALOUF IN SUPPORT OF CREDITOR BUSEY BANK'S (MOTION FOR THE APPOINTMENT OF A CHAPTER 11 TRUSTEE OR, IN THE ALTERNATIVE, FOR CONVERSION OF CASE TO CHAPTER 7 OF THE BANKRUPTCY CODE** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):

Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On October 20, 2020, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:



Service information continued on attached page

2. SERVED BY UNITED STATES MAIL: On October 20, 2020, I served the document by placing a true copy thereof in a sealed envelope with postage thereon fully prepaid, in the United States Mail at Los Angeles, California, to all parties entitled to receive regularly mailed notices, addressed as follows:



Service information continued on attached page

3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL

Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on October 20, 2020, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

VIA OVERNIGHT MAIL

Hon. Dennis Montali
U.S. Bankruptcy Judge
Mail Box 36099
450 Golden Gate Avenue
San Francisco, CA 94102



Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

October 20, 2020

Cindy Cripe

Date

Printed Name


Signature

ATTACHMENT TO SERVICE LIST

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)

Jared A. Day on behalf of U.S. Trustee Office of the U.S. Trustee / SF jared.a.day@usdoj.gov
ankey.to@usdoj.gov

Mark K. Slater on behalf of Debtor Benja Incorporated mslater@slaterhersey.com
amoses@slaterherschey.com

Office of the U.S. Trustee / SF USTPRegion17.SF.ECF@usdoj.gov

Paul E. Manasian on behalf of Debtor Benja Incorporated manasian@mrlawssf.com
gradl@mrlawssf.com

Randy B. Soref on behalf of Creditor Busey Bank rsoref@polsinelli.com

Tanya Behnam on behalf of Creditor Busey Bank tbehnam@polsinelli.com
tanyabehnam@gmail.com

2. SERVED BY UNITED STATES MAIL:

Debtor Benja Incorporated 26 Cragmont Avenue San Francisco, CA 94116	Debtor's Attorney Paul E. Manasian, Esq. Law Offices of Paul E. Manasian 1310 65th Street Emeryville, CA 94608	
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3. SERVED BY EMAIL

Jared.A.Day@usdoj.gov
Jared A. Day
U.S. Department of Justice
Office of the U.S. Trustee, Region 17
300 Booth Street, Suite 3009
Reno, NV 89509